

PENDLETON COUNTY FISCAL COURT

February Term, February 24th, 2009

COURT MET PURSUANT TO ADJOURNMENT
With
HONORABLE HENRY BERTRAM, COUNTY JUDGE/EXECUTIVE
Presiding

MEMBERS PRESENT: Bobby Fogle, Gary Veirs, Stacey Wells, Alan Whaley

MEMBERS ABSENT: None

COUNTY ATTORNEY: Jeff Dean

Invocation was given by Squire Whaley, Pledge Allegiance lead by Judge Bertram

In Re: Agenda

Judge Bertram presented the agenda for this meeting. Whereupon Squire Wells made a motion to accept the agenda as presented, seconded by Squire Whaley, motion carried.

In Re: Approval of Minutes

Fiscal Court Clerk, Vicky King, submitted a written report from the Fiscal Court meeting of February 10th, 2009 to the court. Squire Wells suggested that on page 611 a change be made to the 2nd paragraph of the Second reading of the Payroll Tax Increase Ordinance Amendment, it should read as follows: Squire Veirs stated that he wants the minutes of this meeting to reflect that this *additional* 1% tax is temporary and is to be used to address the emergency services crisis. He also wants it reflected that this *additional* tax is to be rescinded on January 1, 2011.

Squire Wells made a motion to approve the minutes with the above change, seconded by Squire Veirs, motion carried.

In Re: Approval of Treasurer's Report

County Treasurer, Vicky King, submitted a written report for the month of January at the last court meeting. Squire Fogle made a motion to approve the Treasurer's report as presented, seconded by Squire Veirs, motion carried.

In Re: Open Bids for Providing a BLS crew to operate a second ambulance

Judge Bertram opened and read bids for providing a BLS crew to operate a second ambulance in Pendleton County. There were two bids presented and they are recorded as follows:

Barry Ammerman

Pendleton County
Ambulance

BID

Submitted to:
Pendleton Fiscal Court
2-24-2009

Enclosed:
5 copies

PENDLETON COUNTY AMBULANCE BID SPECIFICATIONS

- A. Bidder shall have appropriate credentials and references as a qualified health care provider included in their bid proposal. This should include at least three years supervisory experience operating an Emergency Medical Service.
- B. **COMMUNICATION**
Pendleton County Ambulance has access to central dispatching.
- C. **TRANSPORTATION**
Pendleton County Ambulance utilizes two vehicles, which are equipped with the medical equipment; bidder should be prepared to keep Pendleton County apprised of any needs required to maintain the units to a sufficient level to pass state inspection. Consumable supplies and maintenance expenses shall be provided by Pendleton County Fiscal Court. Vehicle will be leased to winning bidder for \$1.00 and insurance will be provided by bidder including physical damage with \$1,000.00 deductible. Deductible will be the expense of the County in case of a loss.
- D. **INSURANCE - Professional Liability** \$ 3,000
Workers Compensation \$ 7,500
Provider is responsible for all insurance coverage including but not limited to: PROFESSIONAL LIABILITY at one million dollars with a one million dollar Umbrella, and WORKERS COMPENSATION compliant with state law and regulations. Bidders shall provide statement of insurability, and prior to embarking upon service, shall provide a copy of all policies listing Pendleton County as an additional protected insured for liability purposes and as the "loss payee" on the collision-comprehensive coverage.
- E. **HOUSING**
Bidder shall provide housing for a 24 hour / 7 day a week, 2 person, BLS crew to be housed within the city limits of Falmouth, Kentucky.
- F. **PERSONNEL** \$ 95,000

1

1. Minimal requirement is for two KY Certified EMT's on duty 24 hours per day, seven days per week to staff ambulance #2.
 2. Fringe benefits for employees are to include all applicable and mandated Federal, State, and local taxes including, but not limited to FICA, Medicare, Unemployment Insurance, etc.
 3. Must present a list of employees available to appropriately staff the service.
 4. Must list any pending possible litigation situations.
 5. No employee shall be a "felony offender" as described by KRS 17.167.
- G. **BILLING**
Pendleton County Ambulance Services are billed through an outside agency. Collection activities are implemented when appropriate. Funds received are property of the Pendleton County Fiscal Court. Provider shall provide the county's billing agent with all information necessary for billing of services provided.
- H. **QUALITY CONTROL/QUALITY ASSURANCE** \$ 200
 1. Bidder to provide adequate and appropriate continuing education.
 2. Skill level performance review to be responsibility of the bidder.
- I. **ADMINISTRATION** \$ 2300
Bidder shall provide complete range of management functions to include, but not limited to:
 1. Designated Coordinator
 2. Personnel administration
 3. Planning, organizing, and managing all service responsibilities
- J. The Pendleton County Fiscal Court reserves the right to delete or add any subsections as desired.
- K. Dollar amounts must be provided for each bid subset individually.
- L. A list of references supporting abilities to perform as an ambulance service and to deal with both management issues and health care issues.
- M. Each blank of this Bid Specification document must be completed and submitted with bid.

2

- N. This bid shall be for the period of approximately 4 and ¼ months beginning upon signing on or about March 16, 2009 and going through July 31, 2009.
- O. Successful bidder will be expected to sign a contract for the said period with additional routine provisions and conditions, including but not limited to the following:
 - Ambulance operation to comply in all respects with state law and regulations and with demand from Bidder's insurance company.
- P. Bidder must adhere to any and all state and federal regulations pertaining to the providing of ambulance service, to include but not limited to, the requirements to provide a Medical Director.

PENDLETON COUNTY
AMBULANCE BID SPECIFICATIONS

- A. EXPERIENCE
Supervisory experience includes 3 years and 4 months as a lieutenant for Brown EMS, Cynthiana, Kentucky. Appropriate credentials and references as a qualified health care provider attached as Enclosures 1-4.
- B. COMMUNICATION
Access to central dispatching will be achieved by the granted use of three portable radios by Pendleton County Fiscal Court.
- C. TRANSPORTATION \$ 4,500
Vehicle insurance coverage through Maverick Insurance provides physical damage coverage with a \$1,000 deductible. All needs required to maintain the units to a sufficient level to pass state inspection will be relayed to Pendleton County Fiscal Court.
- D. INSURANCE Professional Liability \$ 3,000
Workers Compensation \$ 7,500
Insurance coverage through Maverick Insurance includes Professional Liability at one million dollars with a one million dollar Umbrella, and Workers Compensation compliant with state law and regulations. The statement of insurability is attached as Enclosure 5.
- E. HOUSING \$ 500
Housing will be provided at the residence of 909 W. Shelby St., Falmouth, KY for a 24 hour/ 7 day a week, 2 person, BLS crew.
- F. PERSONNEL \$ 95,000
 - 1. Two KY Certified EMT's on duty 24 hours per day, seven days a week will comprise the ambulance #2 staff.
 - 2. All applicable taxes will be deducted/paid for Social Security, Medicare, Unemployment Insurance, and Federal, State, and Local taxes.
 - 3. List of Employees:
 - i.

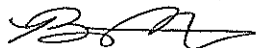
Name	KY EMT-B License #
1. Barry Ammerman	52136
2. Jason Gripshover	52218
3. Gary Staten	46949
4. Charles Florence	37441
5. Travis Newcomb	51041
6. Kim Underwood	51043
7. Amanda McCarter	53066
8. Trish Bridges	54160
9. John Wells	56472
10. David Klaber	?????
11. Diana Hopkins	?????
12. Alicia Huett	3077P

4. There are no pending litigation situations at this time.
 5. No employee listed above can be classified as a "felony offender" as described by KRS 17.167.
- G. **BILLING**
Billing will be submitted to MCA will all required information to ensure expedited payment of funds to become property of Pendleton County Fiscal Court.
- H. **QUALITY CONTROL/QUALITY ASSURANCE** \$ 200
 1. Adequate and appropriate continuing educations will be provided in the form of monthly training by an instructor.
 2. Skill level performance review will be conducted on a regular basis.
- I. **ADMINISTRATION** \$ 2,300
Barry Ammerman will operate as a designated coordinator and personnel administrator to complete the tasks of planning, organizing, and managing all service responsibilities.
- J. I, Barry Ammerman, respect the right of the Pendleton County Fiscal Court, to delete or add any sub-sections as desired.
- K. All dollar amounts have been provided for each bid subset individually.
- L. **REFERENCES**
References are attached in the form of Letters of Reference/Recommendation as Enclosures 1-4 to prove the ability to perform as an ambulance service and to deal with both management issues and health care issues.
- M. All blanks of this Bid Specification document have been completed and submitted with bid.
- N. I, Barry Ammerman, understand that the bid shall be for the period of approximately 4 and ½ months beginning upon signing on or about March 16, 2009 and going through July 31, 2009.
- O. I, Barry Ammerman, understand that I will be expected to sign a contract for the said period with additional routine provisions and conditions, including ambulance operation to comply in all respects with state law and regulations and with demand to aforementioned insurance company.
- P. **MEDICAL DIRECTOR** \$ 12,000
Medical direction will be provided by a physician upon the beginning of the contract period.

Total Proposed Bid

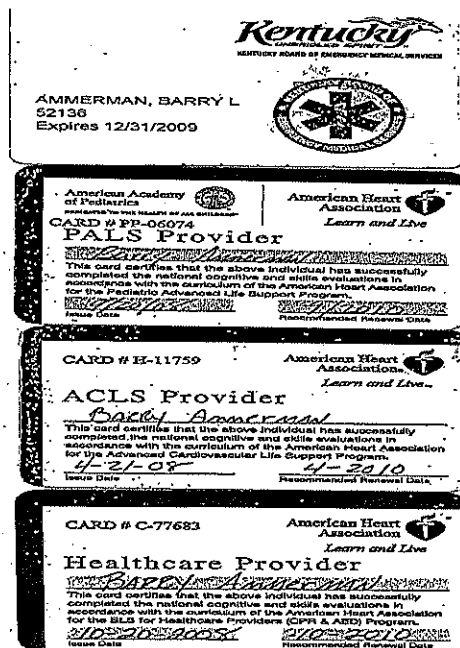
\$ 125,000

Respectfully Submitted,



Barry Ammerman

02/24/2009 /



Ramona Ramsey
(859) 654-6095

To Whom It May Concern:

I am writing this letter in recommendation of Barry Ammerman for the upcoming bid for the Pendleton County Ambulance Service.

I have worked with Mr. Ammerman since Barry came to work at H&R Block six years ago. During that time, he has served as a manager for eight franchise offices over a total of 50 employees. His duties include everything from settling disputes with disgruntle clients to consistently maintaining the office networking system.

Mr. Ammerman is courteous and always maintains a professional manner. He can handle highly stressful situations calmly and without panic. He is knowledgeable regarding his duties and is the person that many of us turn to for answers to our questions.

I recommend him and am sure that you will be satisfied with his performance in a leadership role. I can assure you that he would become a valuable asset to your county.

Sincerely,

Ramona Ramsey
Ramona Ramsey

Keli Jones
328 Sycamore St.
Carlisle, KY 40311
February 23, 2009

To Whom It May Concern:

Barry Ammerman worked at Brown EMS for several years. Barry began his employment as an entry-level EMT and was promoted to shift supervisor. In that position, he managed the work and performance of three employees. I worked with Barry at Brown's EMS and found him to be a fair and competent supervisor.

Barry is a bright and personable individual. He is highly self-motivated and well capable of achieving any goal he sets his mind to. Barry has expanded his scope of education by completing a Paramedic course, in which I instructed. He has learned new skills and has excelled in that course. I feel that Barry is a valuable resource to the community.

Barry welcomes leadership opportunities and meets his deadlines on time. He graduated with the highest grade in his Paramedic course and is striving to complete the clinical portion of the course to obtain his licensure as a Paramedic. Barry is very dedicated and devoted to providing high quality emergency medical care.

If you would like additional information about Barry, you can telephone me at (859) 608-6617.

Sincerely,

Keli Jones
Paramedic Instructor

Charles Florence
111 Skyview Drive
Cynthiana, KY 41031

To Whom It May Concern:

I have had the pleasure of knowing Barry Ammerman for six years. During the years of our acquaintance, I have known Barry in many capacities. While employed together at Brown EMS he was my subordinate for a year, my partner for a year and a fellow supervisor for the remainder of the time, but above all he has been a friend. Barry is a rare individual that works not for the money but because he loves what he does. Because of this, you can clearly see that he is an outstanding EMT.

Barry is always willing to offer his assistance and has an excellent rapport with our patients, his fellow employees, and the supervising staff. He is an intelligent, capable, dedicated, and personable individual. Barry possesses a quality that is a must in our line of work, he is a take-charge person. He is always quick on his feet, with sensible reactions in all the circumstances that I have seen him in. I feel confident in saying that he is capable of handling any situation.

Barry leads by example and many people here find his enthusiasm and dedication both inspiring and motivating. He has consistently demonstrated a strong work ethic and a dedication to success. In my opinion, Barry's unwavering devotion to help others exemplifies strong moral fiber and character.

He would be an asset to any service and I feel that he would be an excellent candidate for heading a service of his own. If you have any further questions regarding Barry's ability or this recommendation, please do not hesitate to contact me.

Sincerely,

Capt. Charles Florence
Phone: 859-588-8688

Date: 02/24/2009

To: Pendleton County Fiscal Court

Fr: Norris Stacy

Re: Letter of Recommendation, Barry Ammerman

It is a privilege to write this letter of recommendation for Barry Ammerman to support his bid for the ambulance service in Pendleton County, KY. I find there could be no better candidate for the proposal than Mr. Ammerman. In the two years that I've worked with him, I have found that his work ethic and judge of character are exemplary. Both of these traits dictate a person who understands the nature of management and are exactly what a leader needs in his arsenal.

I know first hand that Mr. Ammerman is timely, proficient, and above all, a role model to those around to him. He is diligent in regards to the safety of his fellow crew members, ensuring that all protocols are met. Acting quickly and efficiently, Barry can evaluate a scene and direct his crew to effectively treat patients, neutralize potential dangers or threats, and reestablish order.

Barry was a lieutenant in our service for a little over three years. He regularly worked with MCA, submitting run sheets, he managed daily activities, dissolved minor employee squabbles, and built a bond with all of his co-workers. Barry was also in charge of maintenance for the five trucks at Brown EMS for a time, where he kept the trucks in complete up to standard working capacity.

Mr. Ammerman is an innovative thinker that is a valued asset in a leadership role. No matter what the issue or procedure, Barry was always looking to make our service a safer, more efficient, and more product service. His ideas are fresh and always well thought out and researched to the fullest extent. He stays current on all the latest medical procedure and protocols to provide the absolute best care possible for his patients.

Mr. Ammerman understands the inner-workings of the service, and in times of need he has shown his professionalism and his ability to manage any situation. His concise and precise nature kept this service running efficiently during his time of employment.

I fully support Barry Ammerman in his endeavors to provide a higher standard of care to the residents of Pendleton County. I know that he has what it takes to excel well beyond the expected criteria.

Best Regards,

Norris Stacy
Brown EMS, Director
(859) 234-1515

FEB-24-2009 11:48

Maverick Insurance 4209

859 572 2822 P.001

Gary Neace

From: Dixon, William [Wdixon@mcneilandcompany.com]
Sent: Tuesday, February 24, 2009 11:46 AM
To: Gary Neace
Subject: Potential Ambulance Service in Falmouth, KY

Gary,

I pulled up your website and up pops a picture of a firefighter—do you write fire departments in Kentucky? Good luck with your start up ambulance—would love to work on it if it goes any farther. I have provided the link to our website so you can look at some of our other programs.

<http://www.mcneilandcompany.com/>

Bill

William R. Dixon
Director of Marketing
McNeill & Co. Insurance and Risk Services
PO Box 5670
Cortland, NY 13045
800.822.3747 Ext. 125
607.428.2125
email- wdixon@mcneilandcompany.com

The information contained in this Electronic Mail Message is confidential information intended only for the use of the individual or entity named above, and may be privileged. If the reader of this message is not the intended recipient, or the employee, or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone (800-822-3747) and destroy the original message.

FEB-24-2009 11:45Maverick Insurance 4209

859 572 2622P.002

Maverick Insurance (N)
4209 Alexandria Pike
Cold Spring, KY 41076
Phone: 859-441-7700 Fax: 859-572-2622

MEMO

Page 1

AMMER-1GW02/24/2009

Ammerman Enterprises, LLC
909 W. Shelby St
Falmouth, KY 41080

Please be informed that we have contacted several insurance carriers specializing in Emergency Ambulance Services and they are available to provide you insurance.

Given that formal applications have not been presented, they are not able to provide firm pricing but have provided their indication of the annual cost for your insurance program. (This pricing is preliminary and subject to final underwriting approval and acceptance by selected company(s) prior to actual issue).

PACKAGE POLICY \$12,900.00
Property Insurance \$10,000 Equipment and Contents Cost - \$400.00
General Liability \$1,000,000 Occurrence Cost - \$2000.00
Professional/Malpractice Liability \$1,000,000 Occurrence Cost - \$4000.00
Auto Liability/Physical Damage* \$1,000,000 Occurrence Cost - \$5500.00
Umbrella Liability \$1,000,000 Occurrence Cost \$1500.00
*(\$1000 deductible applies to claim involving repair to your vehicle).

WORKERS COMPENSATION POLICY
Class Code 7705 Ambulance Drivers, \$100,000 Payroll Cost - \$15,800.00
Insurance Payment terms would be estimated at 18% down (\$5,166.00) and (9) equal monthly installments of (\$2,614.00) due in (30) day cycles. A 25% minimum earned premium is required on the Package Policy if a future cancellation is made.

Barry, I look forward to working with you should this opportunity proceed further. Please note that a formal inspection, signed application and list of employees is required prior to issuance.

Sincerely,

Gary

Gary Neace

Total P.002

PENDLETON COUNTY
AMBULANCE BID SPECIFICATIONS

- A.

Bidder shall have appropriate credentials and references as a qualified health care provider included in their bid proposal. This should include at least three years supervisory experience operating an Emergency Medical Service.
- B.

COMMUNICATION

Pendleton County Ambulance has access to central dispatching.
- C.

TRANSPORTATION

Pendleton County Ambulance utilizes two vehicles, which are equipped with the medical equipment; bidder should be prepared to keep Pendleton County apprised of any needs required to maintain the units to a sufficient level to pass state inspection. Consumable supplies and maintenance expenses shall be provided by Pendleton County Fiscal Court. Vehicle will be leased to winning bidder for \$1.00 and insurance will be provided by bidder including physical damage with \$1,000.00 deductible. Deductible will be the expense of the County in case of a loss.
- D.

INSURANCE - Professional Liability

\$ 5,550.⁰⁰

Workers Compensation

\$ 6,400.⁰⁰

Provider is responsible for all insurance coverage including but not limited to: PROFESSIONAL LIABILITY at one million dollars with a one million dollar Umbrella, and WORKERS COMPENSATION compliant with state law and regulations. Bidders shall provide statement of insurability, and prior to embarking upon service, shall provide a copy of all policies listing Pendleton County as an additional protected insured for liability purposes and as the "loss payee" on the collision-comprehensive coverage.
- E.

HOUSING

\$ 4,250.⁰⁰

Bidder shall provide housing for a 24 hour / 7 day a week, 2 person, BLS crew to be housed within the city limits of Falmouth, Kentucky.
- F.

PERSONNEL

\$ 96,790.⁰⁰

- 1. Minimal requirement is for two KY Certified EMT's on duty 24 hours per day, seven days per week to staff ambulance #2.
 - 2. Fringe benefits for employees are to include all applicable and mandated Federal, State, and local taxes including, but not limited to FICA, Medicare, Unemployment Insurance, etc.
 - 3. Must present a list of employees available to appropriately staff the service.
 - 4. Must list any pending possible litigation situations.
 - 5. No employee shall be a "felony offender" as described by KRS 17.167.
- G. BILLING
- Pendleton County Ambulance Services are billed through an outside agency. Collection activities are implemented when appropriate. Funds received are property of the Pendleton County Fiscal Court. Provider shall provide the county's billing agent with all information necessary for billing of services provided.
- H. QUALITY CONTROL/QUALITY ASSURANCE \$ included
- 1. Bidder to provide adequate and appropriate continuing education.
 - 2. Skill level performance review to be responsibility of the bidder.
- I. ADMINISTRATION \$ 2,000.⁰⁰
- Bidder shall provide complete range of management functions to include, but not limited to:
- 1. Designated Coordinator
 - 2. Personnel administration
 - 3. Planning, organizing, and managing all service responsibilities
- J. The Pendleton County Fiscal Court reserves the right to delete or add any sub-sections as desired.
- K. Dollar amounts must be provided for each bid subset individually.
- L. A list of references supporting abilities to perform as an ambulance service and to deal with both management issues and health care issues.
- M. Each blank of this Bid Specification document must be completed and submitted with bid.

- N. This bid shall be for the period of approximately 4 and ¼ months beginning upon signing on or about March 16, 2009 and going through July 31, 2009.
- O. Successful bidder will be expected to sign a contract for the said period with additional routine provisions and conditions, including but not limited to the following:
- Ambulance operation to comply in all respects with state law and regulations and with demand from Bidder's insurance company.
- P. Bidder must adhere to any and all state and federal regulations pertaining to the providing of ambulance service, to include but not limited to, the requirements to provide a Medical Director.

February 24, 2009

PENDLETON COUNTY E.M.S., INC.
AMBULANCE SERVICE BID FOR AMBULANCE 2
March 16, 2009 thru July 31, 2009
TO
PENDLETON COUNTY FISCAL COURT

PAYROLL:

Personnel - Two E.M.T.'s on duty 24 hours a day:
\$86,040 Total Payroll
Administration:
\$2,000
Payroll Taxes - FICA, SUTA, FUTA
\$10,750
TOTAL PAYROLL COSTS \$ 98,790.00

INSURANCE:

\$2,000,000.00 Professional Liability and Vehicle Insurance
\$5,550 Premium
Workman's Compensation Insurance
\$6,400 Premium
TOTAL INSURANCE COST \$ 11,950.00

HOUSING:

\$ 4,250

PCEMS INC.
2009 AMBULANCE 2 BID
PAGE 2

CONTRACT TOTAL FOR MARCH 16, 2009 THROUGH JULY 31, 2009:
\$ 114,990.00

Experience: Director - Pendleton County Ambulance Service
December, 1991 to Present

Medical Director:

Dr. John Smith
78 Sunny Mede Dr.
Ft. Mitchell, KY 41017

List of References:

Jeff Auchter, Park Manager
Kincaid Lake State Park
Kincaid Park Drive
Falmouth, KY 41040

Edward Harber, Director of Education
TransCare of Kentucky
325 W. 19th St.
Covington, KY 41014

Respectfully Submitted,

Phillip Hart
Phillip Hart, Chief
Pendleton County E.M.S. Inc.

PENDLETON COUNTY E.M.S. INC.
654-6951

2009 ROSTER - 01/01/2009

Bridges, Patricia A.
213 Law Blvd.
Carlisle, KY 40311
Cell 859-707-3506
EMT#54160
Exp. Date 12/31/10
DOB 03/18/83
07/07

Brown, Laura J.
135 Cedar Hill Dr.
Falmouth, KY 41040
654-4574 Cell 620-4574
EMT#26201
Exp. Date 12/31/10
DOB 10/03/55
4/90

DeMoisey, Cathleen
975 Zev Ct.
Union, Ky. 41091
384-7484
EMT#28587
Exp. Date 12/31/09
DOB 03/25/69
6/91

Embry, Karri
911 Sycamore St.
Falmouth, KY. 41040
654-1029 Cell 322-4158
EMT#54384
Exp. Date 12/31/10
DOB 04/23/77
11/06

Fugate, Tonya M.
507 Chapel St.
Falmouth, KY 41040
Cell 322-6709
EMT #046940
Exp. Date 12/31/09
DOB 09/25/77
10/00

Hall, Sara
1531 Marquette Rd.
Falmouth, KY 41040
654-6043 Cell 620-6046
EMT#53943
Exp Date 12/31/10
DOB 3/23/87
06/06

Hanser, Bethany Lynn
2171 Gumlick Rd.
Falmouth, KY 41040
654-6182 Work 746-2460
EMT#35668 Cell. 391-6182
Exp. Date 12/31/10
DOB 10/23/50
03/94

Hart, Mark Allen
202 W. Fourth St.
Falmouth, KY 41040
654-4278 Cell 859-512-3278
EMT#23903
Exp. Date 12/31/10
DOB 12/09/68
1/89

Hart, Phillip M.
P.O. Box 10
Falmouth, KY 41040-0010
654-8897 Cell 391-9813
EMT#14125
Exp. Date 12/31/09
DOB 07/25/62
05/90

Heck, Sandra F.
305 Chapel St.
Falmouth, KY. 41040
654-6328 Work 654-6123
EMT#40212 Cell 322-6348
Exp. Date 12/31/10
DOB 10/14/68
02/96

Hutchison, Ashley
390 Fishing Creek Rd.
Falmouth, KY 41040
654-8119 Cell 322-9265
EMT#54559
Exp Date 12/31/10
DOB 6/15/88
01/07

Justice, Tony R.
418 Broad St.
Falmouth, KY 41040
654-1909 Cell 743-9858
EMT#31588
Exp. Date 12/31/2010
DOB 2/24/63
11/92

Justice, Vicky
418 Broad St.
Falmouth, KY 41040
Cell 743-9857
EMT#46939
Exp. Date 12/31/09
DOB 08/08/68
10/00

Mains, Deborah S.
145 Blue Jay Circle
Falmouth, KY 41040
654-2859 Cell 462-1666
EMT#35686
Exp. Date 12/31/10
DOB 8/12/55
03/94

McClanahan, Larry
10521 Michael Dr. Unit 4
Alexandria, KY 41001
635-8860 cell 391-8854
EMT#33344
Exp. Date 12/31/09
DOB 8/30/49
12/91

Miller, Jennifer
407 Pendleton St.
Falmouth, KY 41040
Cell 859-468-8383
EMT#53679
Exp. Date 12/31/10
DOB 01/24/87
5/06 DL Exp 2/24/12

Pollard, Donna
40 Burlew Lane
Butler, KY 41006
472-6529 Cell 743-2893
EMT#43906
Exp. Date 12/31/2010
DOB 10/31/77
07/04

Pollard, James Gregory
40 Burlew Lane
Butler, KY 41006
472-6529 Cell 743-9277
EMT#22797
Exp. Date 12/31/09
DOB 07/21/62
8/88

Staten, Gary L.
1297 Hayes Station Road
Falmouth, KY 41040
Cell 743-2455
EMT#46949
Exp. Date 12/31/2009
DOB 10/06/1980
08/01

PENDLETON COUNTY E.M.S. INC.
654-6951

2009 ON CALL STAFF ROSTER - 01/01/2009

LaFollette, Paula
282 Loop Rd.
Falmouth, KY. 41040
654-1098 Cell 380-4984
EMT#56432
Exp. Date 12/31/2010
DOB 05/23/50
12/08 DL Exp 06/23/09

Lustenberg, Jeff
1245 Baker Williams Rd
Corinth, KY. 41010
824-6330 Cell 859-512-7339
EMT#
Exp. Date
DOB 12/03/63
03/09 DL Exp 01/03/09

Poe, Chasity
P.O. Box 68 108 Maple Ave
Falmouth, KY 41040
937-779-1681
EMT#56387
Exp. Date 12/31/2010
DOB 07/30/87
10/08 DL Exp. 10/28/08

Redden, Mindy
P.O. Box 213 205 Peoples St
Butler, KY. 41006
859-472-5848
EMT#
Exp. Date
DOB 08/09/57
03/09 DL Exp 09/09/09

Yelton, Karen
P.O. Box 32
Falmouth, KY. 41040
654-2671 Cell 859-462-6992
EMT#
Exp. Date
DOB 08/17/60
03/09 DL Exp

POLICY NUMBER: MAPK09183403

COMMERCIAL GENERAL LIABILITY
CG DS 01 10 01

COMMERCIAL GENERAL LIABILITY DECLARATIONS

Arch Insurance Company 3100 Broadway Kansas City, MO 64111 Phone: 800-821-5546	McNeil & Company, Inc. P.O. Box 6870 20 Church Street Cortland, NY 13045
--	--

NAMED INSURED: Pendleton County EMS, Inc.
MAILING ADDRESS: P.O. Box 10
Falmouth, KY 41040
POLICY PERIOD: FROM 08/01/2008 TO 08/31/2009 AT 12:01 A.M. TIME AT
YOUR MAILING ADDRESS SHOWN ABOVE

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE		
EACH OCCURRENCE LIMIT	\$1,000,000	
DAMAGE TO PREMISES		
RENTED TO YOU LIMIT	\$100,000	Any one premises
MEDICAL EXPENSE LIMIT	\$5,000	Any one person
PERSONAL & ADVERTISING INJURY LIMIT	\$1,000,000	Any one person or organization
GENERAL AGGREGATE LIMIT	\$2,000,000	
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$2,000,000	

RETROACTIVE DATE (CG 00 02 ONLY)

THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW.

RETROACTIVE DATE: NONE
(ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES)

FORM OF BUSINESS:	DESCRIPTION OF BUSINESS
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> PARTNERSHIP
<input type="checkbox"/> LIMITED LIABILITY COMPANY	<input type="checkbox"/> JOINT VENTURE
	<input type="checkbox"/> TRUST
	<input checked="" type="checkbox"/> ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY)
BUSINESS DESCRIPTION: Commercial Ambulance Service	

DECLARATIONS
AMBULANCE SERVICES
PROFESSIONAL LIABILITY

Arch Insurance Company
3100 Broadway
Kansas City, MO 64111
Phone: 800-831-5546

POLICY NO. MAPK06183403
Renewal of Policy No. MAPK06183402

Named Insured: Pendleton County EMS, Inc.
Mailing Address: P.O.Box 10
Falmouth, KY 41040

Policy Period: From 08/01/2008 To 08/01/2009 at 12:01 A. M. Standard Time
at your Mailing Address shown above

Form of Business: ☐ Individual ☐ Joint Venture ☐ Partnership ☐ Corporation ☐ Limited Liability Company
☒ Other (specify) _____

Business Description: Commercial Ambulance Service

LIMITS OF INSURANCE: \$ 1,000,000 Each Medical Incident Limit
\$ 2,000,000 Annual Aggregate Limit

PREMIUM FOR THIS COVERAGE: \$ _____ Incl. Total Premium
\$ _____ Incl. Advance Premium (If any)

Forms and Endorsements made a part of this policy at time of issue:
see form GU207 (8/78)

In return for the payment of the premium, and subject to all of the terms and conditions of this policy, we agree with you to provide the insurance as stated in this policy. These Declarations, together with the Common Policy Conditions and Coverage Form(s) and any endorsements, complete the above numbered policy.

Countersigned at:

McNeil & Company, Inc. by: [Signature] 08/07/2008
Authorized Signature and Title Date

POLICY NUMBER: MAUM06370204

COMMERCIAL LIABILITY UMBRELLA
CU DS 01 09 00

COMMERCIAL LIABILITY UMBRELLA DECLARATIONS

Arch Insurance Company 3100 Broadway Kansas City, MO 64111	McNeil & Company, Inc. P.O. Box 5870 Cortland, NY 13045
NAMED INSURED: <u>Pendleton County EMS, Inc.</u>	
MAILING ADDRESS: <u>P.O.Box 10</u> <u>Falmouth, KY 41040</u>	
POLICY PERIOD: FROM <u>08/01/2008</u> TO <u>08/01/2009</u> AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE	

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE	
EACH OCCURRENCE LIMIT (LIABILITY COVERAGE)	\$ <u>1,000,000</u>
PERSONAL & ADVERTISING INJURY LIMIT	\$ <u>1,000,000</u> Any one person or organization
AGGREGATE LIMIT (LIABILITY COVERAGE) (except with respect to "covered autos")	\$ <u>1,000,000</u>
OTHER:	\$ _____ \$ _____

DESCRIPTION OF BUSINESS	
FORM OF BUSINESS:	
INDIVIDUAL	PARTNERSHIP
LIMITED LIABILITY COMPANY	JOINT VENTURE
X ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY)	
BUSINESS DESCRIPTION: <u>Commercial Ambulance Service</u>	

POLICY NUMBER: MAPK08183403
COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Pendleton County Fiscal Court 233 Main Street, Room 4 Falmouth, KY 41040	With Respect to Contract for Service
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

 - Your acts or omissions; or
 - The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

 - All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

SCHEDULE OF COVERED AUTOS YOU OWN EXTENSION OF DECLARATIONS														
POLICY NUMBER: MAPK06183403														
ITEM THREE—SCHEDULE OF COVERED AUTOS YOU OWN (Cont'd)*														
Covered Auto No.	DESCRIPTION				PURCHASED		TERRITORY: Town & State Where the Covered Auto will be principally garaged							
	Year Model	Trade Name	Body Type	Serial Number (or Vehicle Identification Number (VIN))	Original Cost New	Actual New Cost & USED (U)								
1	2003	Braun	Ambulance	1FCXBAP66H1A00356				FALMOUTH - KY						
2	1999	Ford	VW/Van	1FDJH34171H185221				FALMOUTH - KY						
3	2007	Chevrolet	Ambulance	1GBE4V1907F423399				FALMOUTH - KY						
Covered Auto No.	Radius of Operation (in Miles)	Business Use or service or rental or contract	Size GVW, GCW or Vehicle Loading Capacity	Age Group	Primary Rating Factor		Secondary Rating Factor	Code	Except for towing all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of the loss					
					Liab.	Phy. Damage								
1					1.750	.400	0.000	7919	Pendleton County Fiscal Court - Falmouth - KY					
2					1.750	.400	0.000	7919	Pendleton County Fiscal Court - Falmouth - KY					
3					1.750	.400	0.000	7919	Pendleton County Fiscal Court - Falmouth - KY					

ARCH INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies the insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Schedule		
Auto No.	Description	Additional Insured (name and address)
	All Vehicles on Policy	Pendleton County Fiscal Court 233 Main Street, Room 4 Falmouth KY 41040

Paragraph c. of 1. Who Is An Insured in A. Coverage under SECTION II – LIABILITY COVERAGE includes the person or organization shown in the Schedule, but only with respect to “bodily injury” or “property damage” resulting from the ownership, maintenance or use of the covered “auto(s)” shown in the Schedule by an “insured” described in Paragraphs a. or b. of 1. Who Is An Insured in A. Coverage under SECTION II – LIABILITY COVERAGE, subject to the following additional provisions:

- 1. The person or organization shown in the Schedule is not responsible for the payment of any premiums stated in the policy or earned under the policy.
- 2. In the event of cancellation of the policy, we will send advance written notice of cancellation to the person or organization shown in the Schedule at the address shown in the Schedule.

AU 4007 04 02

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
© ISO Properties, Inc., 2000
© McNeil & Co., 2002

Page 1 of 1



Pendleton County EMS Inc
PO Box 10
Falmouth, KY 41040-0010

Effective Date: 08/01/2008

250 West Main Street, Suite 900
Lexington, Kentucky 40507-4124
859-425-7800 FAX 859-425-7809
www.keml.com

INFORMATION PAGES
FOR POLICY NUMBER ~ 339592

1. Policyholder:

Pendleton County EMS Inc
PO Box 10
Falmouth, KY 410400010

Agent:
Agency ID: 2728
Public Entity Insurance Corp
1056 Wellington Way Ste 130
Lexington, KY 40513

Federal ID: 611208990
Entity type: Corporation

2. Policy Period:

Effective: 12:01 AM 08/01/2008 Expires: 12:01 AM 08/01/2009

3. Coverage, Limits and Endorsements:

- A. Part one of this policy applies only to the Workers' Compensation laws of the Commonwealth of Kentucky.
- B. Part Two of this policy (Employers Liability Insurance) is subject to the limits of our liability listed below:

Bodily Injury by Accident	\$1,000,000	each accident
Bodily Injury by Disease	\$1,000,000	policy limit
Bodily Injury by Disease	\$1,000,000	each employee


TransCare of Kentucky

2169 Chamber Center Boulevard
Lakeside Park, KY 41017

(859) 392-2605
(859) 392-2807 Fax

Pendleton Co. Fiscal Court

Dear Sirs,

I am writing in support of Phillip Hart's continued provision of BLS Ambulance service to Pendleton County. I have been a paramedic in the Northern Kentucky Area for 20 plus years. I have also been an EMS Educator for most of that time. It has been my pleasure to work with Phillip in both capacities over the years.

I have found him to be very easy to work with and always open to suggestions on improving patient care and EMT education. This is not always the case with leadership in EMS. It is my opinion that under Phillip Hart's leadership of Pendleton County EMS, patient care in your county has constantly improved. As a resident of the county, he has a strong stake in quality EMS care being available to the citizens of the county.

I would ask your highest consideration in retaining Phillip Hart as your BLS Ambulance provider for your county. Feel free to contact me with any questions.

Sincerely,

H. Edward Harber
Director of Education

After review and discussion of the two bids Squire Wells made a motion to accept the apparent low bid from Pendleton EMS in the amount of \$114,190.00, seconded by Squire Veirs, motion carried.

In Re: HB 608 Northern Pendleton Regional Sewer Project \$1,025,000

Judge Bertram presented the court with a copy of the contract and resolution for HB 608 funds for the Northern Pendleton Regional Sewer Project in the amount of \$1,025,000. Bill Mitchell Community and Economic Development Specialist was present to explain the project to the court.

Squire Veirs made a motion allowing Judge Bertram to sign the contract, seconded by Squire Whaley, motion carried.

EXHIBIT 2

Page 14 of 24

RESOLUTION
SX21191311
353N-2008

RESOLUTION OF THE Pendleton County Fiscal Court (GRANTEE) ACCEPTING THE GRANT, APPROVING THE GRANT AGREEMENT, AUTHORIZING THE AMENDMENT OF LOCAL BUDGET, AND AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED DOCUMENTS

WHEREAS, the General Assembly has appropriated funds for infrastructure projects in the 2008-2010 Budget of the Commonwealth; and

WHEREAS, the Grantee has previously determined that it is in the public interest to acquire and construct certain facilities and improvements to the Grantee's utility system (the "Project"); and

WHEREAS, the Grantee desires funding from the Kentucky Infrastructure Authority (the "Authority") for the purpose of acquisition and construction of the Project.

NOW, THEREFORE, BE IT RESOLVED by the _____ of the _____ as follows:

SECTION 1. That the Grantee hereby accepts the grant award and approves the Agreement between the Grantee and the Authority substantially in the form on file with the Grantee for the purpose of providing a portion of the necessary financing to the Grantee for the acquisition and construction of the Project.

SECTION 2. That _____ is hereby authorized, directed and empowered by the Grantee to execute the Agreement and all other necessary documents or agreements, and to otherwise act on behalf of the Grantee to implement the Project.

SECTION 3. That the Grantee hereby includes in its annual budget the receipt and expenditures of funds subject to the Agreement with the Authority.

SECTION 4. This Agreement shall take effect immediately upon passage.

ADOPTED on _____, 200_____.

Pendleton County Fiscal Court, (Grantee)
_____, (Representative)
Title _____

CERTIFICATE
SX21191311

Page 15 of 24

Pendleton County Fiscal Court

I, the undersigned, hereby certify that I am the duly qualified and acting _____ of the _____; that the foregoing is a full, true and correct copy of a Resolution adopted by the governing authority of said Grantee at a meeting duly held on _____, 200_____; that said official action appears as a matter of public record in the official records or journal of the governing authority; that said meeting was held in accordance with all applicable requirements of Kentucky law, including KRS 61.810, 61.815, 61.820 and 61.825; that a quorum was present at said meeting; that said official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness by me this _____ day of _____, 200_____.

Secretary/Clerk/Recording Officer

KENTUCKY INFRASTRUCTURE AUTHORITY

2008 GENERAL ASSEMBLY
HOUSE BILL 608

GRANT ASSISTANCE AGREEMENT

WRIS NUMBER: SX21191311
 GRANT ID #: 353N-2008
 GRANT AMOUNT: 1,025,000.00
 GRANTEE: Pendleton County Fiscal Court
 DATE OF AGREEMENT: _____

GRANT ASSISTANCE AGREEMENT

This Grant Assistance Agreement ("Agreement") is made and entered into this date, _____, 200__, by and between the KENTUCKY INFRASTRUCTURE AUTHORITY ("Authority"), a body corporate and politic, constituting a public corporation and governmental agency and instrumentality of the Commonwealth of Kentucky, and the Pendleton County Fiscal Court ("Grantee").

WITNESS

WHEREAS, the General Assembly of the Commonwealth of Kentucky, at its 1988 Regular Session, amended Chapter 224A of the Kentucky Revised Statutes (the "Act"), creating the "Kentucky Infrastructure Authority" to serve the public purposes identified in the Act; and

WHEREAS, the Authority, an agency of the Commonwealth attached to the Governor's Office, is charged pursuant to KRS 224A.300 with coordinating the implementation of infrastructure projects and to this end maintains within the Water Resource Information System, a comprehensive database of profiles of each community's water and wastewater projects; and

WHEREAS, 2008-2010 Budget enacted by 2008 General Assembly included funding for the Infrastructure for Economic Development Fund - Non-Coal Counties and the Infrastructure for Economic Development Fund - Coal Counties and charged the Authority with administering the program; and

WHEREAS, the 2008 General Assembly included in the Commonwealth's 2008-2010 biennial Budget funding for the Grantee's infrastructure project, the subject of this Agreement; and

WHEREAS, the Grantee now seeks to implement the Project as identified in the 2008-2010 Budget of the Commonwealth and the Authority has determined that the Project is a Project within the meaning of the Act, and has been shown to be consistent with the Area Water Management Plan where applicable; and

WHEREAS, the Grantee and the Authority desire to enter into this Agreement which sets forth their respective duties, rights, covenants, and obligations with respect to the acquisition, construction and financing of the Project described in the Grantee's Project Profile.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and for the other good and valuable consideration, the receipt, mutuality and sufficiency of all of which is hereby acknowledged by the parties hereto, the Authority and the Grantee each agree as follows:

SECTION 1 – DEFINITIONS

Page 3 of 24

All terms utilized herein shall have the same definitions and meaning as ascribed to them in the Act, which are hereby incorporated in this Agreement by reference, the same as if set forth hereby verbatim; provided, however, that those definitions utilized in the Act having general application are hereby modified in certain instances to apply specifically to the Grantee and its Project.

Act shall mean Chapter 224A of the Kentucky Revised Statutes, as amended.

Agreement shall mean this Agreement made and entered into by and between the Grantee and the Authority, as authorized by the Act, providing for a Grant to the governmental agency, unit of government, or private, investor-owned water system by the Authority.

Area Water Management Council shall mean the council designated as the planning body for the area, which shall prepare the Area Water Management Plan and approve all Project Profiles for water and wastewater projects.

Area Water Management Plan shall mean the plan that identifies current and future water supply, drinking water, and wastewater service needs of the area.

Authority shall mean the Kentucky Infrastructure Authority created by the Act as amended, a body corporate and politic, constituting a public corporation and a governmental agency and instrumentality of the Commonwealth of Kentucky, or such other designation as may be effected by future amendments to the Act.

Engineer(s) shall mean the professional engineer or firm of professional engineers properly procured by the Grantee in connection with the Project identified in the Project Profile Database.

Grantee shall mean the Pendleton County Fiscal Court or the Pendleton County Fiscal Court's designee that is a governmental agency or unit of government or any private, investor owned utility within the Commonwealth eligible for funding under the Program in accordance with the Act, now having been or hereafter being granted the authority and power to finance, acquire, construct, or operate a Project, and for the purposes of this Agreement shall mean that Pendleton County Fiscal Court identified in the Project Profile or the 2008 biennial Budget of the Commonwealth.

Grant shall mean the funds effected under this Agreement from the Authority to the Grantee in the principal amount set forth in the 2008-2010 Budget of the Commonwealth, for the purpose of defraying the costs incidental to the Project.

Kentucky Water Management Plan shall mean the guide and strategy that incorporates and analyzes each Area Water Management Plan and provides an assessment of future needs and allocation of funding for water and wastewater services throughout the Commonwealth.

Page 4 of 24

Program shall mean the program authorized by KRS 224A.035 for the Authority to engage in a program of assistance to designated entities with respect to the construction and acquisition of water and wastewater infrastructure projects.

Project shall mean, when used generally, water, wastewater or other infrastructure project authorized pursuant to the Act, and when used in specific reference to the Grantee, the Project described in the Project Profile.

Project Administrator shall mean that individual designated in writing to the Authority by the Grantee, who has the responsibility of supervising the Project and coordinating the preparation of all documentation with respect to the Project.

Project Budget shall mean a list of Project expenses and funding sources, in the form set forth in Exhibit 1.

Project Profile shall mean those specific details of the Project, approved by the Area Water Management Council as being consistent with the Area Water Management Plan, as applicable.

Rates and Charges shall mean an approved schedule of charges, based on actual cost of service, to adequately provide for retirement of any related debt obligation and to provide for proper operation of the Project.

System shall mean the utility system owned and operated by the Grantee of which the Project shall become a part and from the earnings of which System shall be operated, maintained and insured.

SECTION 2 - OBLIGATIONS OF THE AUTHORITY

The Authority covenants and agrees, conditioned upon the timely performance by the other party of its respective obligations, to undertake the following obligations:

- A. The Authority shall pay to the Grantee an amount not to exceed 1,025,000.00 subject to the availability of appropriate funding, to complete the Project in accordance with the Project Profile, attached hereto as Exhibit 1, which is hereby incorporated herein and made a part of this Agreement. No payments shall be made until after the Project has received Clearinghouse endorsement.
- B. The Authority may make periodic reviews of the Project progress and may make inspections of the Project and send inspection reports to the Grantee. Deficiencies identified in the inspection report shall be corrected by the Grantee and the correction reported in writing to the Authority within two weeks of receipt of the Authority's inspection report.
- C. The Authority shall cooperate with the Grantee in order to facilitate the obligations set out in this Agreement.

SECTION 3 - OBLIGATIONS OF THE GRANTEE

Page 6 of 24

The Grantee covenants and agrees to undertake the following obligations:

- A. The Grantee shall, before any funds are released, sign and submit the Agreement, and complete and include the following Exhibits which are incorporated herein and made a part hereof:
1. Before the Project is bid, the Grantee shall complete and submit to the Authority the following:
 - a) Project profile and estimated project budget, as Exhibit 1, as an accurate description and cost estimate of the proposed project.
 - b) Original copy of the Grantee's resolution, as Exhibit 2, accepting the grant award, amending its budget to allow for receipt and expenditures of these funds, and authorizing a designated individual to execute the Agreement and all other documentation related to the Project.
 - c) A schedule of current rates and charges, as Exhibit 3. If there will be a change in the current rate structure as a result of this project, provide the proposed schedule of rates and charges.
 2. After the Project is bid, the Grantee shall complete and submit to the Authority a revised Project Profile and Project Budget based on Project bids, as Exhibit 4.

The Grantee may request Grant funds after completion of Exhibits 1-4 by executing a Request for Payment and Project Status Report, as provided by the Authority, and attaching appropriate documentation, including, but not limited to, invoices and receipts. The Authority may withhold release of funds until receipt of Administrative Fee pursuant to Section 7.

- B. The Grantee agrees to adopt and use the Kentucky Uniform System of Accounting and Cost-Based Rates (KUSoA) and assure that rates and charges for service are based upon the cost of providing such service, if applicable to the Project. These rates and charges shall be in place no later than within 12 months of the end of the Grantee's current fiscal year.
- C. The Grantee shall receive Project funds via Electronic Fund Transfer (EFT) with the EFT to be implemented by use of the form provided by the Authority.
- D. The Grantee shall perform and/or cause to be performed all necessary acts to plan, design and construct the Project including, but not limited to: the procurement of land, easements and rights of way; professional services; and equipment and/or materials.

Page 6 of 24

- E. The Grantee shall obtain all necessary permits, licenses and approvals from the appropriate federal, state, and/or local governmental entities prior to construction of the Project. Further, the Grantee shall require all construction contractors to pay wages pursuant to applicable prevailing wage rates (federal or state) for all work relating to the subject Project.
- F. The Grantee shall utilize the 'Fees for Professional Engineering Services—Percentage of Construction Cost', in the engineer's contract for this project, as provided by the Authority.
- G. The Grantee shall comply with all applicable federal and state statutes, executive orders, regulatory requirements, and policies relating to the planning and construction of the Project.
- H. The Grantee shall provide to the Authority access to all records related to the Project for review in determining compliance with the Grant Agreement and all applicable laws and regulations. The Grantee shall retain all records, including all invoices, relating to the Project for three years after full execution of Exhibit 5 - Certificate of Completion.
- I. The Grantee shall cooperate fully with the Authority and provide any documentation requested by the Authority in order to facilitate the obligations set out in this Agreement.
- J. Any unauthorized or improper expenditure of funds, or expenditure of funds other than in accordance with the terms of this Agreement, shall be deemed a default of this Agreement by the Grantee.
- K. The Grantee will proceed expeditiously with and complete the Project in accordance with the approved final design, plans and specifications or amendments thereto, prepared by the Project Engineer for the Grantee and as approved by the appropriate state and federal agencies.
- L. The Grantee agrees that throughout the reasonable life of the infrastructure facilities developed under this Project it will retain ownership of, operate, and maintain these facilities, and all appurtenances thereto, keeping them in good and sound repair and good operating condition at its own expense so that the completed Project will continue to provide the services for which it was designed. Change of ownership or disposal of the Project facilities may occur only with written approval of the Authority.
- M. The Grantee agrees that it will at all times impose, charge and collect sufficient customer Rates and Charges.
- N. The Grantee shall, within 3 months of initiation of construction of the Project, submit to the Authority, Final Design Plans in an AutoCAD Drawing File Format (DWG), referenced to the appropriate (North or South) Kentucky State Plane Coordinate System (NAD83-Survey Feet) on a Compact Disc (CD). If there is a significant deviation from the Final Design Plan during construction, as-built plans shall also be provided to the Authority, within three months of construction completion, in the same format.

- Page 7 of 24
- O. No project shall be considered closed out until the Authority has received, and approved, the Grantee's Certificate of Completion, referenced above as Exhibit 5.

SECTION 4 - MUTUALITY OF OBLIGATIONS

- A. The parties agree that the funds granted by the Commonwealth to the Grantee are to be used solely for the purposes of implementing the Project. Further the parties agree that the obligations imposed upon them are for their respective benefit and the timely fulfillment of each and every obligation in accordance with this Agreement is necessary. The failure of either party to fulfill its obligations under this Agreement shall constitute a breach of same.
- B. In the event of default by the Grantee, including the failure to take actions directed herein and/or to comply with time deadlines set out in this Agreement, the Authority may declare this Agreement void from the beginning without further obligation to the Grantee and may commence appropriate legal action to enforce its rights under this Agreement including action for recovery of funds expended hereunder.
- C. Except as may otherwise be provided herein, the parties to this Agreement shall be solely responsible for any costs incurred in fulfilling their respective obligations under this Agreement and neither party shall have any claim against the other party for reimbursement of costs whether or not a party is in default.

SECTION 5 - TERMS OF AGREEMENT

- A. All funds made available under this Agreement are subject to reauthorization by subsequent General Assemblies of the Commonwealth of Kentucky. Should funding for the Project not be reauthorized, this agreement may be terminated.
- B. This Agreement may be terminated by either party at any time for cause and may be terminated by either party without cause upon 30 days written notice to the other party. Termination of this Agreement shall not diminish or in any other manner affect any other remedy that may be available to the parties for any breach of the Agreement that occurs prior to the termination.
- C. The Grantee acknowledges and understands that this Agreement is funded out of a tax exempt bond issuance. Pursuant to IRS Regulation, the Authority shall not reimburse the Recipient for any activity taken by the Recipient prior to May 18, 2006, with this date representing 60 days prior to the State Property and Buildings Commission enacting the required Reimbursement Resolution.

- Page 8 of 24
- D. Except for payments authorized through Section 6 of this Agreement, no payment shall be made under the terms of this Agreement until the Kentucky State Clearinghouse has issued Project Endorsement.
- E. If additional financial assistance for this project becomes available to the Grantee after execution of this agreement, the amount of the assistance from the Authority shall be recalculated with the inclusion of the additional assistance, and the Grantee shall pay to the Authority the amount, if any, by which the grant actually made, exceeds the grant as determined by the recalculation.

SECTION 6 - ADVANCE FUNDING FOR PROJECT PLANNING AND DESIGN

- A. The Grantee may request, in writing, that a portion of the grant funds be disbursed prior to Project bidding to pay a portion of the cost of Project planning and design directly related to submission of the Project plans and specifications for review by the Division of Water and the Public Service Commission, as may be required.
- B. It is specifically understood and agreed by the Grantee, in the event that the Project has not commenced construction by June 30, 2010, for whatever reason, all grant funds disbursed for Project planning and design are subject to full and immediate repayment to the Authority.
- C. Funds disbursed under this Section of the Agreement shall not exceed 50% of the Project planning and design amount.
- D. Funds received under provisions of this Section shall be used solely for planning and design costs of the Project.
- E. No funds shall be released under this Section until the requirements of Section 3. A. 1. of this Agreement have been met.

SECTION 7 - ADMINISTRATIVE FEE

Pursuant to 2008 General Assembly House Bill 406 and 608, Part 1 (Operating Budget), Section A (General Government), Budget Unit 8 (Kentucky Infrastructure Authority), Sub-Unit 1 (Administrative Fee on Infrastructure for Economic Development Fund Projects), the Grantee agrees to pay to the Authority an administrative fee equal to 1% of the principal amount of the Grant. The administrative fee shall be due and payable on the date the Grantee's Initial Request for Payment and Project Status Report is submitted to the Authority.

Section 7 shall only apply to those projects funded by the Infrastructure for Economic Development Fund.

SECTION 8 - MISCELLANEOUS PROVISIONS

Page 9 of 24

- A. This Agreement may be signed by each party on a separate copy, and in such case one counterpart of this Agreement shall consist of a sufficient number of such copies to reflect the signature of each party hereto. This Agreement may be executed in two or more counterparts each of that shall be deemed an original, and it shall not be necessary in making proof of this Agreement or the terms and conditions hereof to produce or account for more than one of such counterparts.
- B. The headings set forth in this Agreement are only for convenience or reference and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- C. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successor and assigns, respectively, of the parties. This provision shall not be construed to permit an assignment by any party of any of its rights and duties under this Agreement which assignment shall be prohibited except with the prior written consent of the parties hereto.
- D. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, and may be modified only by a written instrument duly executed by each of the parties hereto.
- E. The parties agree that any suit, action or proceeding with respect to this Agreement may only be brought into or entered by, as the case may be, the courts of the Commonwealth of Kentucky situated in Frankfort, Franklin County, Kentucky or the United States District Court for the Eastern District of Kentucky, Frankfort Division.
- F. The Authority may audit or review all documentation and records of the Grantee relating to this Project pursuant to the provisions of KRS 45A.150.
- G. The Grantee agrees that the Authority, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Furthermore, any books, documents, papers records, or other evidence provided to the Commonwealth, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the contract shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the contract. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information which would otherwise be subject to public release if a state government agency was providing the services.

Page 10 of 24

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year above written.

BY: _____
Title: Executive Director

Pendleton County Fiscal Court

BY: _____
Title: _____

BY: _____
Title: Secretary

ATTEST

BY: _____
Title: _____

EXAMINED

LEGAL COUNSEL TO THE
KENTUCKY INFRASTRUCTURE AUTHORITY

BY: _____

REQUIRED EXHIBITS

Page 11 of 24

- Exhibit 1 - Project Profile and Estimated Project Budget
- Exhibit 2 - Resolution/Certificate
- Exhibit 3 - Schedule of Current (and proposed if applicable) Rates & Charges
- Exhibit 4 - Revised Project Profile (if applicable) and As-bid Budget
- Exhibit 5 - Certificate of Completion

ATTACHMENTS

- Attachment A - Checklist
- Attachment B - Application for Electronic Transfer of Funds
- Attachment C - Fees for Professional Engineering Services
- Attachment D - Request for Payment Form and Project Status Report

EXHIBIT 1

Page 12 of 24

PROJECT PROFILE & PROJECT BUDGET

Please attach the SX/WX Project Profile and Project Budget

SX21191311
353N-2008
Pendleton County Fiscal Court

☐ Estimated

☐ Revised

Cost Classification		Amount
1	Administrative Expenses (1)	
2	Legal Expenses	
3	Land, Appraisals, Easements	
4	Relocation Expenses & Payments	
5	Planning (2)	
6	Engineering Fees - Design	
7	Engineering Fees - Construction	
8	Engineering Fees - Inspection	
9	Construction	
10	Equipment	
11	Contingency	
12	Other	
Total		

Funding Source	Amount	Date Committed
1		
2		
3		
4		
5		
6		
Total		

(1) Include Interim Financing
(2) Include in this category, all negotiated fees not included in the RD fee scale calculation

Signature _____
Title _____
Date _____

EXHIBIT 4

REVISED PROJECT PROFILE & PROJECT BUDGET
Please attach the SX/VWX Project Profile and Project Budget
SX21191311
363N-2008
Pendleton County Fiscal Court

KENTUCKY INFRASTRUCTURE AUTHORITY

Project Budget: HB 608
Pendleton County Fiscal Court
SX21191311
363N-2008

☐ As Bid

☐ Revised

Cont. Classification	Amount
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	

Funding Sources	Amount	Date Committed
1		
2		
3		
4		
5		
6		

- (1) Include Interim Financing
(2) Include in this category, all negotiated fees not included in the RD fee scale calculation

Signature _____
Title _____
Date _____

EXHIBIT 2

CERTIFICATE OF COMPLETION

2008 GENERAL ASSEMBLY
HOUSE BILL 808

SX21191311

353N-2008

Pendleton County Fiscal Court

Pursuant to the Agreement between the Kentucky Infrastructure Authority and Pendleton County Fiscal Court (the Grantee) for the Project as described in Exhibit 1 of the Agreement, this certificate, signed by the authorized official and the Project Administrator of the Grantee confirms that the following activities are complete.

1. The Project construction has been completed and payment has been made to all vendors and/or contractors for labor, services, materials, supplies, machinery and equipment included in the above referenced Project.
2. All lands, easements, rights of ways, permits or other facilities necessary in connection with the Project have been acquired, constructed, equipped and installed and all costs and expenses incurred in connection therewith have been paid.
3. The Project is complete and is available for the provision of services which are expected to commence on or about _____.

Project Administrator: _____

Authorized Official: _____

Date: _____

Acceptance of Certificate of Completion by Kentucky Infrastructure Authority:

By: _____

Date: _____

ATTACHMENT

CHECKLIST

STEP 1, Before Project is Bld:

- 1 Executed Grant Assistance Agreement _____
- 2 Exhibit 1 - Project Profile and Estimated Project Budget _____
- 3 Exhibit 2 - Resolution _____
- 4 Exhibit 3 - Schedule of Current (and proposed if applicable) Rates and Charges _____
- 5 Clearinghouse State Applicant Identifier # (SAI) _____
- 6 Application for Electronic Transfer of Funds Form _____
- 7 Assignment & Assumption Agreement with Resolution (if applicable) _____
- 8 Interlocal Agreement (if applicable) _____

STEP 2, After Project is Bld:

- 1 Exhibit 4 - Revised Project Profile (if applicable) and Project Budget based on Project Bids _____
- 2 Additional Covenants and Agreements (if applicable) _____
- 3 Other Funding Commitment (if applicable) _____
- 4 Documentation of Clearinghouse Endorsement and Comments _____

STEP 3, Project Closeout:

- 1 Final Design Plans in an AutoCAD Drawing File Format (DWG), referenced to the appropriate (North or South) Kentucky State Plane Coordinate System (NAD83-Survey Feet) on a Compact Disc (CD) to be submitted within 3 months of initiation of construction. _____
- 2 If there is a significant deviation from the Final Design Plan during construction, As-built Plans shall also be provided to the Authority, within three months of construction completion. _____
- 3 Exhibit 5 - Fully executed Certificate of Completion. _____

Note: Administrative Fee

Per Section 7 of the Grant Agreement, the Grantee agrees to pay to the Authority an administrative fee equal to 1/2 of 1% of the principal amount of the Grant. The Administrative Fee shall be due and payable on the date the Grantee's Initial Request for Payment and Project Status Report is submitted to the Authority.

ATTACHMENT B

Page 21 of 24

AUTHORIZATION FOR ELECTRONIC DEPOSIT
OF GRANTEE PAYMENT
KENTUCKY INFRASTRUCTURE AUTHORITY
HB 608

WRIS #: 6X21191311
Grant ID #: 353N-2008
Pendleton County Fiscal Court

Grantee Information:

Water Utility: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Contact: _____
Email: _____
Federal ID #: _____

Financial Institution Information:

Bank Name: _____
Branch: _____ Phone No.: _____
City: _____ State: _____ Zip: _____
Transit /ABA No. _____
Account Name: _____
Account Number: _____

I, the undersigned, authorize payments directly to the account indicated above and to correct any errors which may occur from the transactions. I also authorize the Financial Institution to post these transactions to that account.

Signature: _____ Date: _____

Name Printed: _____ Job Title: _____

Please return completed form to:
Kentucky Infrastructure Authority
1024 Capital Center Drive, Suite 340
Frankfort, KY 40601
phone: 502-573-0260
fax: 502-573-0167

ATTACHMENT C

Page 22 of 24

FEES FOR PROFESSIONAL ENGINEERING SERVICES
PERCENTAGE OF CONSTRUCTION COST

Tables I and II define the fees for Professional Engineering Services and Resident Project Representatives respectively. These tables are calculated as a percentage of project construction cost, as determined by project bids. The table is to be utilized in establishing applicable fees for professional engineering services for all water and wastewater projects in Kentucky which may involve federal and/or state funding. Note: Schedules are identical to those used by the Rural Utilities Service, Rural Development Administration, USDA. Note: Tables I and II do not pertain to fees involved in preparation of preliminary engineering reports or additional engineering services. Fees for preparation of preliminary engineering report(s) and additional professional services are subject to negotiation between the engineer, the owner, subject to approval by the funding agency(ies). Typical additional professional services are included after the tables below.

TABLE I -- FEES FOR BASIC DESIGN SERVICES

These fees shall pertain to projects requiring complex or detailed engineering design. This will include sewage treatment plants, sewage collection systems, sewage lift stations, water treatment plants, water distribution mains and appurtenances, water pump stations, water storage facilities and renovations of water and sewer facilities.

NET CONSTRUCTION COST	PERCENTAGE FEE
\$	%
100,000	14.00
200,000	12.20
300,000	11.25
400,000	10.70
500,000	10.30
600,000	9.73
700,000	9.45
800,000	9.20
900,000	9.00
1,000,000	8.85
2,000,000	7.05
3,000,000	7.22
4,000,000	6.90
5,000,000	6.75
6,000,000	6.65
7,000,000	6.55
8,000,000	6.45
9,000,000	6.40

Fees for less complex projects such as light industrial buildings, roads, streets, storm drains 24 inches and larger, and appurtenances related thereto shall be 65% of the above Table I percentages. Surveys for design such as topography, profiles, cross sections, and soundings (not to exceed six feet in depth) to estimate the amount of rock excavation are included in the basic service instead of being classified as additional services.

TABLE II -- FEES FOR RESIDENT INSPECTION SERVICES

NET CONSTRUCTION COST	PERCENTAGE FEE
\$	%
100,000	13.00
200,000	10.40
300,000	8.80
400,000	8.00
500,000	7.40
600,000	6.80
700,000	6.40
800,000	6.00
900,000	5.60
1,000,000	5.60
2,000,000	4.60
3,000,000	4.00
4,000,000	3.70
5,000,000	3.50
6,000,000	3.32
7,000,000	3.20
8,000,000	3.12
9,000,000	3.05

NOTE: Add two percent to the above Table II percentages for the first \$1,000,000 cost of treatment facilities. Add one percent to the above percentages for all over \$1,000,000 cost of treatment facilities.

GENERAL INFORMATION FOR BASIC AND RESIDENT PROJECT REPRESENTATIVE FEES

The Resident Project Representative will maintain a daily log in the identical manner as required by funding agency (ies). Compensation for construction costs between the values listed in the schedule should be determined by interpolation. If a project is divided into units and all units are authorized for design at the same time, the compensation will be determined by adding together the cost of the construction of the various units and applying the table to the sum of these costs. The initial construction award amount will set the fee percent for the project (change orders shall not adjust the fee percent). For construction inspection, the initial percent times the revised construction cost will create an up-set figure not to be exceeded. If remaining funds are used and additional construction is added, the project shall be treated as a new project with new fee percentages.

Owner: _____	Engineering Firm: _____
Title: _____	Name: _____
Date: _____	Date: _____

TYPICAL ADDITIONAL PROFESSIONAL SERVICES

Tables I and II do not pertain to fees for preparation of preliminary engineering reports and additional professional services. Fees for preparation of preliminary engineering report(s) and additional professional services are to be negotiated with the service provider and the owner, and subject to approval by the funding agency(ies).

Below is a listing of 'typical' additional professional services.

- Site surveys for water treatment plants, sewage treatment works, dams, reservoirs, and other similar special surveys as may be required.
- Laboratory tests, well tests, borings, specialized geological, soils, hydraulic, or other studies recommended by the ENGINEER.
- Property surveys, detailed description of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.
- Necessary data and filing maps for water rights, water adjudication, and litigation.
- Redesigns ordered by the OWNER after final plans have been accepted by the OWNER and the funding agency(ies), except redesigns to reduce the project cost to within the funds available.
- Appearances before courts or boards on matter of litigation or hearings related to the project.
- Preparation of environmental assessments or environmental impact statements.
- Performance of detailed staking necessary for construction of the project, in excess of control staking.
- Operation and maintenance manual for facilities.
- Value engineering.
- Preparation of a use ordinance and user charge system/ordinance based on actual customer use and in compliance with the DOW and/or other required guidelines.
- Archeological surveys
- Biological surveys
- Legal services

In Re: HB 608 East Pendleton and Pendleton County Water Projects \$450,000

Judge Bertram presented the court with a copy of the contract and resolution for HB 608 funds for the East Pendleton and Pendleton County Water Projects in the amount of \$450,000. Bill Mitchell Community and Economic Development Specialist was present to explain the project to the court.

Squire Fogle made a motion allowing Judge Bertram to sign the contract, seconded by Squire Whaley, motion carried.

EXHIBIT 2

Page 14 of 24

RESOLUTION
WX21191507
354N-2008

RESOLUTION OF THE Pendleton County Fiscal Court (GRANTEE) ACCEPTING THE GRANT, APPROVING THE GRANT AGREEMENT, AUTHORIZING THE AMENDMENT OF LOCAL BUDGET, AND AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED DOCUMENTS

WHEREAS, the General Assembly has appropriated funds for Infrastructure projects in the 2008-2010 Budget of the Commonwealth; and

WHEREAS, the Grantee has previously determined that it is in the public interest to acquire and construct certain facilities and improvements to the Grantee's utility system (the "Project"); and

WHEREAS, the Grantee desires funding from the Kentucky Infrastructure Authority (the "Authority") for the purpose of acquisition and construction of the Project.

NOW, THEREFORE, BE IT RESOLVED by the _____ of the _____ as follows:

SECTION 1. That the Grantee hereby accepts the grant award and approves the Agreement between the Grantee and the Authority substantially in the form on file with the Grantee for the purpose of providing a portion of the necessary financing to the Grantee for the acquisition and construction of the Project.

SECTION 2. That _____ is hereby authorized, directed and empowered by the Grantee to execute the Agreement and all other necessary documents or agreements, and to otherwise act on behalf of the Grantee to implement the Project.

SECTION 3. That the Grantee hereby includes in its annual budget the receipt and expenditures of funds subject to the Agreement with the Authority.

SECTION 4. This Agreement shall take effect immediately upon passage.

ADOPTED on _____, 200____.

Pendleton County Fiscal Court, (Grantee)

_____, (Representative)

Title _____

CERTIFICATE
WX21191507

Page 15 of 24

Pendleton County Fiscal Court

I, the undersigned, hereby certify that I am the duly qualified and acting _____ of the _____; that the foregoing is a full, true and correct copy of a Resolution adopted by the governing authority of said Grantee at a meeting duly held on _____, 200____; that said official action appears as a matter of public record in the official records or journal of the governing authority; that said meeting was held in accordance with all applicable requirements of Kentucky law, including KRS 81.810, 81.815, 81.820 and 81.826; that a quorum was present at said meeting; that said official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness by me this _____ day of _____, 200____.

Secretary/Clerk/Recording Officer

KENTUCKY INFRASTRUCTURE AUTHORITY
2008 GENERAL ASSEMBLY
HOUSE BILL 608
GRANT ASSISTANCE AGREEMENT

WRIS NUMBER: WX21191507
 GRANT ID #: 354N-2008
 GRANT AMOUNT: 450,000.00
 GRANTEE: Pendleton County Fiscal Court
 DATE OF AGREEMENT: _____

GRANT ASSISTANCE AGREEMENT

Page 2 of 24

This Grant Assistance Agreement ("Agreement") is made and entered into this date, 2008, by and between the KENTUCKY INFRASTRUCTURE AUTHORITY ("Authority"), a body corporate and politic, constituting a public corporation and governmental agency and instrumentality of the Commonwealth of Kentucky, and the Pendleton County Fiscal Court ("Grantee").

WITNESS

WHEREAS, the General Assembly of the Commonwealth of Kentucky, at its 1988 Regular Session, amended Chapter 224A of the Kentucky Revised Statutes (the "Act"), creating the "Kentucky Infrastructure Authority" to serve the public purposes identified in the Act; and

WHEREAS, the Authority, an agency of the Commonwealth attached to the Governor's Office, is charged pursuant to KRS 224A.300 with coordinating the implementation of infrastructure projects and to this end maintains within the Water Resource Information System, a comprehensive database of profiles of each community's water and wastewater projects; and

WHEREAS, 2008-2010 Budget enacted by 2008 General Assembly included funding for the Infrastructure for Economic Development Fund - Non-Coal Counties and the Infrastructure for Economic Development Fund - Coal Counties and charged the Authority with administering the program; and

WHEREAS, the 2008 General Assembly included in the Commonwealth's 2008-2010 biennial Budget funding for the Grantee's Infrastructure project, the subject of this Agreement; and

WHEREAS, the Grantee now seeks to implement the Project as identified in the 2008-2010 Budget of the Commonwealth and the Authority has determined that the Project is a Project within the meaning of the Act, and has been shown to be consistent with the Area Water Management Plan where applicable; and

WHEREAS, the Grantee and the Authority desire to enter into this Agreement which sets forth their respective duties, rights, covenants, and obligations with respect to the acquisition, construction and financing of the Project described in the Grantee's Project Profile.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and for the other good and valuable consideration, the receipt, mutuality and sufficiency of all of which is hereby acknowledged by the parties hereto, the Authority and the Grantee each agree as follows:

SECTION 1 – DEFINITIONS

Page 3 of 24

All terms utilized herein shall have the same definitions and meaning as ascribed to them in the Act, which are hereby incorporated in this Agreement by reference, the same as if set forth hereby verbatim; provided, however, that those definitions utilized in the Act having general application are hereby modified in certain instances to apply specifically to the Grantee and its Project.

Act shall mean Chapter 224A of the Kentucky Revised Statutes, as amended.

Agreement shall mean this Agreement made and entered into by and between the Grantee and the Authority, as authorized by the Act, providing for a Grant to the governmental agency, unit of government, or private, investor-owned water system by the Authority.

Area Water Management Council shall mean the council designated as the planning body for the area, which shall prepare the Area Water Management Plan and approve all Project Profiles for water and wastewater projects.

Area Water Management Plan shall mean the plan that identifies current and future water supply, drinking water, and wastewater service needs of the area.

Authority shall mean the Kentucky Infrastructure Authority created by the Act as amended, a body corporate and politic, constituting a public corporation and a governmental agency and instrumentality of the Commonwealth of Kentucky, or such other designation as may be effected by future amendments to the Act.

Engineer(s) shall mean the professional engineer or firm of professional engineers properly procured by the Grantee in connection with the Project identified in the Project Profile Database.

Grantee shall mean the Pendleton County Fiscal Court or the Pendleton County Fiscal Court's designee that is a governmental agency or unit of government or any private, investor owned utility within the Commonwealth eligible for funding under the Program in accordance with the Act, now having been or hereafter being granted the authority and power to finance, acquire, construct, or operate a Project, and for the purposes of this Agreement shall mean that Pendleton County Fiscal Court identified in the Project Profile or the 2008 biennial Budget of the Commonwealth.

Grant shall mean the funds effected under this Agreement from the Authority to the Grantee in the principal amount set forth in the 2008-2010 Budget of the Commonwealth, for the purpose of defraying the costs incidental to the Project.

Kentucky Water Management Plan shall mean the guide and strategy that incorporates and analyzes each Area Water Management Plan and provides an assessment of future needs and allocation of funding for water and wastewater services throughout the Commonwealth.

Page 4 of 24

Program shall mean the program authorized by KRS 224A.035 for the Authority to engage in a program of assistance to designated entities with respect to the construction and acquisition of water and wastewater infrastructure projects.

Project shall mean, when used generally, water, wastewater or other infrastructure project authorized pursuant to the Act, and when used in specific reference to the Grantee, the Project described in the Project Profile.

Project Administrator shall mean that individual designated in writing to the Authority by the Grantee, who has the responsibility of supervising the Project and coordinating the preparation of all documentation with respect to the Project.

Project Budget shall mean a list of Project expenses and funding sources, in the form set forth in Exhibit 1.

Project Profile shall mean those specific details of the Project, approved by the Area Water Management Council as being consistent with the Area Water Management Plan, as applicable.

Rates and Charges shall mean an approved schedule of charges, based on actual cost of service, to adequately provide for retirement of any related debt obligation and to provide for proper operation of the Project.

System shall mean the utility system owned and operated by the Grantee of which the Project shall become a part and from the earnings of which System shall be operated, maintained and insured.

SECTION 2 - OBLIGATIONS OF THE AUTHORITY

The Authority covenants and agrees, conditioned upon the timely performance by the other party of its respective obligations, to undertake the following obligations:

- A. The Authority shall pay to the Grantee an amount not to exceed 450,000.00 subject to the availability of appropriate funding, to complete the Project in accordance with the Project Profile, attached hereto as Exhibit 1, which is hereby incorporated herein and made a part of this Agreement. No payments shall be made until after the Project has received Clearinghouse endorsement.
- B. The Authority may make periodic reviews of the Project progress and may make inspections of the Project and send inspection reports to the Grantee. Deficiencies identified in the inspection report shall be corrected by the Grantee and the correction reported in writing to the Authority within two weeks of receipt of the Authority's inspection report.
- C. The Authority shall cooperate with the Grantee in order to facilitate the obligations set out in this Agreement.

SECTION 3 - OBLIGATIONS OF THE GRANTEE

Page 5 of 24

The Grantee covenants and agrees to undertake the following obligations:

- A. The Grantee shall, before any funds are released, sign and submit the Agreement, and complete and include the following Exhibits which are incorporated herein and made a part hereof:
1. Before the Project is bid, the Grantee shall complete and submit to the Authority the following:
 - a) Project profile and estimated project budget, as Exhibit 1, as an accurate description and cost estimate of the proposed project.
 - b) Original copy of the Grantee's resolution, as Exhibit 2, accepting the grant award, amending its budget to allow for receipt and expenditures of these funds, and authorizing a designated individual to execute the Agreement and all other documentation related to the Project.
 - c) A schedule of current rates and charges, as Exhibit 3. If there will be a change in the current rate structure as a result of this project, provide the proposed schedule of rates and charges.
 2. After the Project is bid, the Grantee shall complete and submit to the Authority a revised Project Profile and Project Budget based on Project bids, as Exhibit 4.

The Grantee may request Grant funds after completion of Exhibits 1-4 by executing a Request for Payment and Project Status Report, as provided by the Authority, and attaching appropriate documentation, including, but not limited to, invoices and receipts. The Authority may withhold release of funds until receipt of Administrative Fee pursuant to Section 7.

- B. The Grantee agrees to adopt and use the Kentucky Uniform System of Accounting and Cost-Based Rates (KUSoA) and assure that rates and charges for service are based upon the cost of providing such service, if applicable to the Project. These rates and charges shall be in place no later than within 12 months of the end of the Grantee's current fiscal year.
- C. The Grantee shall receive Project funds via Electronic Fund Transfer (EFT) with the EFT to be implemented by use of the form provided by the Authority.
- D. The Grantee shall perform and/or cause to be performed all necessary acts to plan, design and construct the Project including, but not limited to: the procurement of land, easements and rights of way; professional services; and equipment and/or materials.

Page 6 of 24

- E. The Grantee shall obtain all necessary permits, licenses and approvals from the appropriate federal, state, and/or local governmental entities prior to construction of the Project. Further, the Grantee shall require all construction contractors to pay wages pursuant to applicable prevailing wage rates (federal or state) for all work relating to the subject Project.
- F. The Grantee shall utilize the 'Fees for Professional Engineering Services—Percentage of Construction Cost', in the engineer's contract for this project, as provided by the Authority.
- G. The Grantee shall comply with all applicable federal and state statutes, executive orders, regulatory requirements, and policies relating to the planning and construction of the Project.
- H. The Grantee shall provide to the Authority access to all records related to the Project for review in determining compliance with the Grant Agreement and all applicable laws and regulations. The Grantee shall retain all records, including all invoices, relating to the Project for three years after full execution of Exhibit 5 - Certificate of Completion.
- I. The Grantee shall cooperate fully with the Authority and provide any documentation requested by the Authority in order to facilitate the obligations set out in this Agreement.
- J. Any unauthorized or improper expenditure of funds, or expenditure of funds other than in accordance with the terms of this Agreement, shall be deemed a default of this Agreement by the Grantee.
- K. The Grantee will proceed expeditiously with and complete the Project in accordance with the approved final design, plans and specifications or amendments thereto, prepared by the Project Engineer for the Grantee and as approved by the appropriate state and federal agencies.
- L. The Grantee agrees that throughout the reasonable life of the Infrastructure facilities developed under this Project it will retain ownership of, operate, and maintain these facilities, and all appurtenances thereto, keeping them in good and sound repair and good operating condition at its own expense so that the completed Project will continue to provide the services for which it was designed. Change of ownership or disposal of the Project facilities may occur only with written approval of the Authority.
- M. The Grantee agrees that it will at all times impose, charge and collect sufficient customer Rates and Charges.
- N. The Grantee shall, within 3 months of initiation of construction of the Project, submit to the Authority, Final Design Plans in an AutoCAD Drawing File Format (DWG), referenced to the appropriate (North or South) Kentucky State Plane Coordinate System (NAD83-Survey Feet) on a Compact Disc (CD). If there is a significant deviation from the Final Design Plan during construction, as-built plans shall also be provided to the Authority, within three months of construction completion, in the same format.

- O. No project shall be considered closed out until the Authority has received, and approved, the Grantee's Certificate of Completion, referenced above as Exhibit 5. Page 7 of 24

SECTION 4 - MUTUALITY OF OBLIGATIONS

- A. The parties agree that the funds granted by the Commonwealth to the Grantee are to be used solely for the purposes of implementing the Project. Further the parties agree that the obligations imposed upon them are for their respective benefit and the timely fulfillment of each and every obligation in accordance with this Agreement is necessary. The failure of either party to fulfill its obligations under this Agreement shall constitute a breach of same.
- B. In the event of default by the Grantee, including the failure to take actions directed herein and/or to comply with time deadlines set out in this Agreement, the Authority may declare this Agreement void from the beginning without further obligation to the Grantee and may commence appropriate legal action to enforce its rights under this Agreement including action for recovery of funds expended hereunder.
- C. Except as may otherwise be provided herein, the parties to this Agreement shall be solely responsible for any costs incurred in fulfilling their respective obligations under this Agreement and neither party shall have any claim against the other party for reimbursement of costs whether or not a party is in default.

SECTION 5 - TERMS OF AGREEMENT

- A. All funds made available under this Agreement are subject to reauthorization by subsequent General Assemblies of the Commonwealth of Kentucky. Should funding for the Project not be reauthorized, this agreement may be terminated.
- B. This Agreement may be terminated by either party at any time for cause and may be terminated by either party without cause upon 30 days written notice to the other party. Termination of this Agreement shall not diminish or in any other manner affect any other remedy that may be available to the parties for any breach of the Agreement that occurs prior to the termination.
- C. The Grantee acknowledges and understands that this Agreement is funded out of a tax exempt bond issuance. Pursuant to IRS Regulation, the Authority shall not reimburse the Recipient for any activity taken by the Recipient prior to May 18, 2006, with this date representing 60 days prior to the State Property and Buildings Commission enacting the required Reimbursement Resolution.

- Page 8 of 24
- D. Except for payments authorized through Section 6 of this Agreement, no payment shall be made under the terms of this Agreement until the Kentucky State Clearinghouse has issued Project Endorsement.
 - E. If additional financial assistance for this project becomes available to the Grantee after execution of this agreement, the amount of the assistance from the Authority shall be recalculated with the inclusion of the additional assistance, and the Grantee shall pay to the Authority the amount, if any, by which the grant actually made, exceeds the grant as determined by the recalculation.

SECTION 6 - ADVANCE FUNDING FOR PROJECT PLANNING AND DESIGN

- A. The Grantee may request, in writing, that a portion of the grant funds be disbursed prior to Project bidding to pay a portion of the cost of Project planning and design directly related to submission of the Project plans and specifications for review by the Division of Water and the Public Service Commission, as may be required.
- B. It is specifically understood and agreed by the Grantee, in the event that the Project has not commenced construction by June 30, 2010, for whatever reason, all grant funds disbursed for Project planning and design are subject to full and immediate repayment to the Authority.
- C. Funds disbursed under this Section of the Agreement shall not exceed 50% of the Project planning and design amount.
- D. Funds received under provisions of this Section shall be used solely for planning and design costs of the Project.
- E. No funds shall be released under this Section until the requirements of Section 3. A. 1. of this Agreement have been met.

SECTION 7 - ADMINISTRATIVE FEE

Pursuant to 2008 General Assembly House Bill 406 and 608, Part 1 (Operating Budget), Section A (General Government), Budget Unit 8 (Kentucky Infrastructure Authority), Sub-Unit 1 (Administrative Fee on Infrastructure for Economic Development Fund Projects), the Grantee agrees to pay to the Authority an administrative fee equal to 1% of the principal amount of the Grant. The administrative fee shall be due and payable on the date the Grantee's Initial Request for Payment and Project Status Report is submitted to the Authority.

Section 7 shall only apply to those projects funded by the Infrastructure for Economic Development Fund.

SECTION 8 - MISCELLANEOUS PROVISIONS

Page 9 of 24

- A. This Agreement may be signed by each party on a separate copy, and in such case one counterpart of this Agreement shall consist of a sufficient number of such copies to reflect the signature of each party hereto. This Agreement may be executed in two or more counterparts each of that shall be deemed an original, and it shall not be necessary in making proof of this Agreement or the terms and conditions hereof to produce or account for more than one of such counterparts.
- B. The headings set forth in this Agreement are only for convenience or reference and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- C. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successor and assigns, respectively, of the parties. This provision shall not be construed to permit an assignment by any party of any of its rights and duties under this Agreement which assignment shall be prohibited except with the prior written consent of the parties hereto.
- D. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, and may be modified only by a written instrument duly executed by each of the parties hereto.
- E. The parties agree that any suit, action or proceeding with respect to this Agreement may only be brought into or entered by, as the case may be, the courts of the Commonwealth of Kentucky situated in Frankfort, Franklin County, Kentucky or the United States District Court for the Eastern District of Kentucky, Frankfort Division.
- F. The Authority may audit or review all documentation and records of the Grantee relating to this Project pursuant to the provisions of KRS 45A.150.
- G. The Grantee agrees that the Authority, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Furthermore, any books, documents, papers, records, or other evidence provided to the Commonwealth, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the contract shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the contract. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information which would otherwise be subject to public release if a state government agency was providing the services.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year above written.

Page 10 of 24

BY: _____
Title: Executive Director

Pendleton County Fiscal Court

BY: _____
Title: _____

EXAMINED
LEGAL COUNSEL TO THE
KENTUCKY INFRASTRUCTURE AUTHORITY

BY: _____

BY: _____
Title: Secretary

ATTEST

BY: _____
Title: _____

REQUIRED EXHIBITS

Page 11 of 24

- Exhibit 1 - Project Profile and Estimated Project Budget
- Exhibit 2 - Resolution/Certificate
- Exhibit 3 - Schedule of Current (and proposed if applicable) Rates & Charges
- Exhibit 4 - Revised Project Profile (if applicable) and As-bid Budget
- Exhibit 5 - Certificate of Completion

ATTACHMENTS

- Attachment A - Checklist
- Attachment B - Application for Electronic Transfer of Funds
- Attachment C - Fees for Professional Engineering Services
- Attachment D - Request for Payment Form and Project Status Report

EXHIBIT 1

Page 12 of 24

PROJECT PROFILE & PROJECT BUDGET

Please attach the SX/WX Project Profile and Project Budget

WX21191507
354N-2008

Pendleton County Fiscal Court

☐ Estimated

☐ Revised

Cost Classification		Amount
1	Administrative Expenses (1)	
2	Legal Expenses	
3	Land Appraisals, Easements	
4	Relocation Expenses & Payments	
5	Planning (2)	
6	Engineering Fees - Design	
7	Engineering Fees - Construction	
8	Engineering Fees - Inspection	
9	Construction	
10	Equipment	
11	Contingency	
12	Other	
Total		

Funding Sources	Amount	Date Committed
1		
2		
3		
4		
5		
6		
Total		

(1) Include Interim Financing
(2) Include in this category, all negotiated fees not included in the RD fee scale calculation

Signature _____
Title _____
Date _____

EXHIBIT 4

REVISED PROJECT PROFILE & PROJECT BUDGET

Please attach the SXWX Project Profile and Project Budget

WX21191507

354N-2008

Pendleton County Fiscal Court

KENTUCKY INFRASTRUCTURE AUTHORITY

Project Budget: HB 608
Pendleton County Fiscal Court
WX21191507

354N-2008

☐ As Bid

☐ Revised

Cost Classification		Amount	
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
Funding Sources		Amount	Date Committed
1			
2			
3			
4			
5			
6			

- (1) Include Interim Financing
(2) Include in this category, all negotiated fees not included in the RD fee scale calculation

Signature _____
Title _____
Date _____

EXHIBIT 6

CERTIFICATE OF COMPLETION
2008 GENERAL ASSEMBLY
HOUSE BILL 608
WX21101507
SS4N-2008
Pendleton County Fiscal Court

Pursuant to the Agreement between the Kentucky Infrastructure Authority and Pendleton County Fiscal Court (the Grantee) for the Project as described in Exhibit 1 of the Agreement, this certificate, signed by the authorized official and the Project Administrator of the Grantee confirms that the following activities are complete.

- 1. The Project construction has been completed and payment has been made to all vendors and/or contractors for labor, services, materials, supplies, machinery and equipment included in the above referenced Project.
- 2. All lands, easements, rights of ways, permits or other facilities necessary in connection with the Project have been acquired, constructed, equipped and installed and all costs and expenses incurred in connection therewith have been paid.
- 3. The Project is complete and is available for the provision of services which are expected to commence on or about _____.

Project Administrator: _____

Authorized Official: _____

Date: _____

Acceptance of Certificate of Completion by Kentucky Infrastructure Authority:

By: _____

Date: _____

ATTACHMENT

CHECKLIST

STEP 1, Before Project is Bid:

- 1 Executed Grant Assistance Agreement
- 2 Exhibit 1 - Project Profile and Estimated Project Budget
- 3 Exhibit 2 - Resolution
- 4 Exhibit 3 - Schedule of Current (and proposed if applicable) Rates and Charges
- 5 Clearinghouse State Applier Identifier # (SAI)
- 6 Application for Electronic Transfer of Funds Form
- 7 Assignment & Assumption Agreement with Resolution (if applicable)
- 8 Interlocal Agreement (if applicable)

STEP 2, After Project is Bid:

- 1 Exhibit 4 - Revised Project Profile (if applicable) and Project Budget based on Project Bids
- 2 Additional Covenants and Agreements (if applicable)
- 3 Other Funding Commitment (if applicable)
- 4 Documentation of Clearinghouse Endorsement and Comments

STEP 3, Project Closeout:

- 1 Final Design Plans in an AutoCAD Drawing File Format (DWG), referenced to the appropriate (North or South) Kentucky State Plane Coordinate System (NAD83-Survey Feet) on a Compact Disc (CD) to be submitted within 3 months of initiation of construction.
- 2 If there is a significant deviation from the Final Design Plan during construction, As-built Plans shall also be provided to the Authority, within three months of construction completion.
- 3 Exhibit 5 - Fully executed Certificate of Completion.

Note: Administrative Fee

Per Section 7 of the Grant Agreement, the Grantee agrees to pay to the Authority an administrative fee equal to 1/2 of 1% of the principal amount of the Grant. The Administrative Fee shall be due and payable on the date the Grantee's initial Request for Payment and Project Status Report is submitted to the Authority

ATTACHMENT B

AUTHORIZATION FOR ELECTRONIC DEPOSIT
OF GRANTEE PAYMENT
KENTUCKY INFRASTRUCTURE AUTHORITY
HB 608

WRSIS # WX21191607
Grant ID # 354N-2008
Pendleton County Fiscal Court

Grantee Information:

Water Utility: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Contact: _____
Email: _____
Federal ID # _____

Financial Institution Information:

Bank Name: _____
Branch: _____ Phone No.: _____
City: _____ State: _____ Zip: _____
Transit /ABA No. _____
Account Name: _____
Account Number: _____

I, the undersigned, authorize payments directly to the account indicated above and to correct any errors which may occur from the transactions. I also authorize the Financial Institution to post these transactions to that account.

Signature: _____ Date: _____

Name Printed: _____ Job Title: _____

Please return completed form to: Kentucky Infrastructure Authority
1024 Capital Center Drive, Suite 340
Frankfort, KY 40601
Phone: 502-573-0260
Fax: 502-573-0157

ATTACHMENT C

FEEES FOR PROFESSIONAL ENGINEERING SERVICES
PERCENTAGE OF CONSTRUCTION COST

Tables I and II define the fees for Professional Engineering Services and Resident Project Representatives respectively. These tables are calculated as a percentage of project construction cost, as determined by project bids. The table is to be utilized in establishing applicable fees for professional engineering services for all water and wastewater projects in Kentucky which may involve federal and/or state funding. Note: Schedules are identical to those used by the Rural Utilities Service, Rural Development Administration, USDA. Note: Tables I and II do not pertain to fees involved in preparation of preliminary engineering reports or additional engineering services. Fees for preparation of preliminary engineering report(s) and additional professional services are subject to negotiation between the engineer, the owner, subject to approval by the funding agency(ies). Typical additional professional services are included after the tables below.

TABLE I -- FEES FOR BASIC DESIGN SERVICES

These fees shall pertain to projects requiring complex or detailed engineering design. This will include sewage treatment plants, sewage collection systems, sewage lift stations, water treatment plants, water distribution mains and appurtenances, water pump stations, water storage facilities and renovations of water and sewer facilities.

NET CONSTRUCTION COST	PERCENTAGE FEE
\$	%
100,000	14.00
200,000	12.20
300,000	11.25
400,000	10.70
500,000	10.30
600,000	9.73
700,000	9.45
800,000	9.20
900,000	9.00
1,000,000	8.85
2,000,000	7.65
3,000,000	7.22
4,000,000	6.90
5,000,000	6.75
6,000,000	6.65
7,000,000	6.55
8,000,000	6.45
9,000,000	6.40

Fees for less complex projects such as light industrial buildings, roads, streets, storm drains 24 inches and larger, and appurtenances related thereto shall be 85% of the above Table I percentages. Surveys for design such as topography, profiles, cross sections, and soundings (not to exceed six feet in depth) to estimate the amount of rock excavation are included in the basic service instead of being classified as additional services.

TABLE II – FEES FOR RESIDENT INSPECTION SERVICES

NET CONSTRUCTION COST	PERCENTAGE FEE
\$	%
100,000	13.00
200,000	10.40
300,000	8.80
400,000	8.00
500,000	7.40
600,000	6.60
700,000	6.40
800,000	6.00
900,000	5.80
1,000,000	5.60
2,000,000	4.60
3,000,000	4.00
4,000,000	3.70
5,000,000	3.50
6,000,000	3.32
7,000,000	3.20
8,000,000	3.12
9,000,000	3.05

NOTE: Add two percent to the above Table II percentages for the first \$1,000,000 cost of treatment facilities. Add one percent to the above percentages for all over \$1,000,000 cost of treatment facilities.

GENERAL INFORMATION FOR BASIC AND RESIDENT PROJECT REPRESENTATIVE FEES

The Resident Project Representative will maintain a daily log in the identical manner as required by funding agency (ies). Compensation for construction costs between the values listed in the schedule should be determined by interpolation. If a project is divided into units and all units are authorized for design at the same time, the compensation will be determined by adding together the cost of the construction of the various units and applying the table to the sum of these costs. The initial construction award amount will set the fee percent for the project (change orders shall not adjust the fee percent). For construction inspection, the initial percent times the revised construction cost will create an up-set figure not to be exceeded. If remaining funds are used and additional construction is added, the project shall be treated as a new project with new fee percentages.

Owner: _____	Engineering Firm: _____
Title: _____	Name: _____
Date: _____	Date: _____

TYPICAL ADDITIONAL PROFESSIONAL SERVICES

Tables I and II do not pertain to fees for preparation of preliminary engineering reports and additional professional services. Fees for preparation of preliminary engineering report(s) and additional professional services are to be negotiated with the service provider and the owner, and subject to approval by the funding agency(ies).

Below is a listing of 'typical' additional professional services.

- Site surveys for water treatment plants, sewage treatment works, dams, reservoirs, and other similar special surveys as may be required.
- Laboratory tests, well tests, borings, specialized geological, soils, hydraulics, or other studies recommended by the ENGINEER.
- Property surveys, detailed description of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.
- Necessary data and filing maps for water rights, water adjudication, and litigation.
- Redesigns ordered by the OWNER after final plans have been accepted by the OWNER and the funding agency(ies), except redesigns to reduce the project cost to within the funds available.
- Appearances before courts or boards on matter of litigation or hearings related to the project.
- Preparation of environmental assessments or environmental impact statements.
- Performance of detailed staking necessary for construction of the project, in excess of control staking.
- Operation and maintenance manual for facilities.
- Value engineering.
- Preparation of a use ordinance and user charge system/ordinance based on actual customer use and in compliance with the DOW and/or other required guidelines.
- Archeological surveys
- Biological surveys
- Legal services

In Re: Falmouth Boat Ramp Blacktop Estimate

Judge Bertram presented the court with a copy of a request from the Kentucky Department of Fish and Wildlife Resources (KDFWR) regarding grants for paving existing boat ramps owned by the Department. The Falmouth Boat Ramp was identified as an eligible project. This request was for an estimate to pave the parking area at the Falmouth Boat Ramp.

Judge Bertram informed the court that he had submitted the following estimate and that the project will be evaluated based on the available funds and the estimate, should our project be accepted, the county will be contacted to formalize an MOA.

This was for informational purposes only, no action taken.



KENTUCKY DEPARTMENT OF FISH & WILDLIFE RESOURCES
TOURISM, ARTS & HERITAGE CABINET

Steven L. Beshear
Governor

#1 Sportmen's Lane
Frankfort, Kentucky 40601
Phone (502) 564-3400
1-800-358-1549
Fax (502) 564-0506
kw.ky.gov

Marcheta Sparrow
Secretary
Dr. Jonathan W. Gassett
Commissioner

February 10, 2009

Henry Bertram, County Judge Executive
Courthouse Square
Falmouth, KY 41040

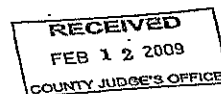
Dear Judge Bertram:

The Kentucky Department of Fish and Wildlife Resources (KDFWR) is requesting proposals from several county governments to place asphalt at existing boat ramps owned by the Department. We have identified Falmouth Boat Ramp in Pendleton County as lacking a paved surface on the parking area. We are seeking your cooperation and assistance to perform this work.

We have established a limited amount of money to be granted to county governments using a Memorandum of Agreement (MOA). This funding will not require a county match. If you would like to participate, we need you to estimate the amount of money it would take to place 3" of asphalt over the existing gravel parking lot and roadway. The asphalt shall be Class 2 Asphalt Base 0.75D PG64-22 per the Kentucky Department of Transportation Specifications. We anticipate the existing subgrade will be sufficient but if additional rock or grade work is needed, please include an estimate for this work. We will also need your assistance to locally administer this small project.

I have attached a form for you to complete with your estimates. Please submit this form to the KDFWR by March 2, 2009, and we will review your proposal. Your county's project will be evaluated based on this estimate and our overall availability of funds. If your project is accepted, we will contact you to formalize a MOA. Please note that the KDFWR will only make payments to the County after the work has been completed and weigh tickets have been submitted.

KentuckyUnbridledSpirit.com



An Equal Opportunity Employer M/F/D

Judge Bertram
Page 2

Your assistance will potentially improve an angler/boater access facility in your county. We look forward to your quick response. Should you have any questions, please feel free to contact me at 502/ 564-7109 Ext. 4414 or keith.parker@ky.gov.

Sincerely,

Keith Parker, PE
Director
Engineering Division

Enclosure

KentuckyUnbridledSpirit.com



An Equal Opportunity Employer M/F/D

ASPHALT PAVING ESTIMATE

DATE February 18, 2009
COUNTY Pendleton
BOATRAMP Falmouth
EXISTING GRAVEL SURFACE AREA 2,563 SQUARE YARDS
(Includes roadway and parking lot)

ESTIMATE

SUBGRADE PREPARATION \$ 250.00
(if needed) 2 Hours of Shaping @ 250.00
3" ASPHALT BASE \$ 33,670.65
(Class 2 Asphalt Base 0.75D PG64-22)

TOTAL COST \$ 33,920.65
(This number will be used to prepare the Memorandum of Agreement MOA)

The KDFWR will expect asphalt costs to be in line with the current state contract prices. Please provide the unit price cost per ton of asphalt below.

Asphalt Per Ton \$ 72.41

KentuckyUnbridledSpirit.com

Kentucky
UNBRIDLED SPIRIT

An Equal Opportunity Employer M/F/D



In Re: Appoint Brad Ammerman to the Board of Adjustments

Judge Bertram informed the court that Charlie Cooper had resigned from the Board of Adjustments therefore leaving a vacant seat, he ask that Brad Ammerman be appointed to fill this seat.

Squire Wells made a motion to appoint Brad Ammerman to the Board of Adjustments, seconded by Squire Fogle, motion carried.

In Re: Appoint Northern Regional Sewer Procurement Committee for Engineers

Judge Bertram presented the following names for appointment to the Northern Pendleton Regional Sewer Procurement Committee for Engineers: William "Red" Jones, Wayne Lonaker, Delbert Reid, Gary Veirs, Alan Whaley, Todd Ramsey and himself.

Squire Wells made a motion to appoint the Northern Pendleton Regional Sewer Procurement Committee as stated above, seconded by Squire Fogle, motion carried.

In Re: Appointment to the Tax Board of Appeals

Judge Bertram ask for a motion to appoint Kathy Colvin to the Tax Board of Appeals as the Fiscal Court Appointment.

Squire Wells made a motion to appoint Ms. Colvin to the Tax Board of Appeals, seconded by Squire Whaley, motion carried.

In Re: FEMA Update

Tim Antrobus, Road Supervisor informed the court that at the present there are no contractors working in Pendleton County to clear the debris caused by the recent ice storm. The state has contracted with various firms for this purpose and a crew should be arriving in the next few days. FEMA representatives will be in the county on Tuesday March 3, 2009 to conduct a kick off meeting and schedule a time to return to start writing Project Worksheets so that we can begin the reimbursement process.

This was informational only, no action taken.

In Re: Discuss Bringing Together the Ambulance Tax District Committee



A discussion was held regarding a committee meeting for the purpose of discussing an Ambulance Taxing District. A meeting was scheduled for March 16th at 7:00 PM in the courthouse community room.

This was informational only.

In Re: Approve County Official's Bonds

Judge Bertram presented the court with copies of County Official's Bonds to be approved by the court. Only two bonds require approval this year, all elected officials bonds are good for the term of office.

Squire Whaley made a motion to approve the bonds as presented, seconded by Squire Fogle, motion carried.

	<p>THE OHIO CASUALTY INSURANCE COMPANY 136 North Third Street, Hamilton, Ohio 45025</p>
CONTINUATION CERTIFICATE	
<p>IN CONSIDERATION of the payment of a premium of \$ <u>22,515.00</u></p> <p>THE OHIO CASUALTY INSURANCE COMPANY hereby continues in force to <u>10/01/09</u></p> <p>its bond No. <u>3868805</u>, effective <u>10/01/08</u>, on behalf of</p> <p><u>VICKY JO KING</u>, principal, in favor of</p> <p><u>COMM OF KY USE & BENEFIT OF PENDLETON CO FISCAL CT</u>, obligee,</p> <p>subject to all its terms, conditions and limitations as set forth and expressed in said bond.</p>	
<p>This certificate is executed upon the express condition that the Company's liability under said bond and this and all continuation certificates issued in connection therewith shall not be cumulative, and shall not in any event exceed the amount set forth in said bond, or said amount as it may have been increased or decreased by any rider(s) or endorsement(s) properly issued by the Company.</p>	
<p>Dated this <u>1ST</u> day of <u>OCTOBER</u> <u>2008</u></p>	
<p>THE OHIO CASUALTY INSURANCE COMPANY</p> <p>By <u></u> ATTORNEY-IN-FACT</p>	

In Re: Transportation Letter from Tom McKee

Judge Bertram presented the court with a letter from State Representative Tom McKee regarding comparison funding of highway construction projects and Rural Secondary Funding for Pendleton, Harrison and Robertson Counties.

This was informational only, no action taken.

Commonwealth of Kentucky



Thomas M. McKee
State Representative
Home Address:
1053 Cook Road
Cynthiana, KY 41031
(Home) (859) 234-5879

Chairman
Agriculture and Small Business Committee

February 6, 2009

Office Address:
Room 332B • Capitol Annex
Frankfort, KY 40601
Phone: (502) 564-8100, Ext. 667
Message Line: 1-800-372-7181

The Honorable Henry Bertram
Pendleton County Judge/Executive
233 Main Street, Room 4
Falmouth, Kentucky 41040

Dear Henry:

What a winter! The snow and ice seem to stay around and have certainly created some difficulties. I hope by now Pendleton County has all the electricity back on and your roads are clear. I understand the hard work of you and your road crew, and I hear good reports.

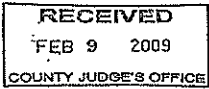
This is the third day back, and the Session promises to be very busy. The overriding issue continues to be how to fund the budget shortfall. I finally got an opportunity to review the figures you asked me to get from Rob Hans. They run from 2004 to 2008 and are probably a little bit deceptive because of the \$9 million appropriation for Robertson County in 2006. These are the funds that were appropriated in 2006 to rebuild Highway 165. To really make a true comparison, we probably need a breakdown as to what the construction projects were. You were correct: Pendleton County does not have as much total funding for projects as the two counties with which we were making comparisons. However, funding for rural secondary funding, maintenance, and traffic shows Pendleton County receiving the highest dollar amount in the comparison.

We will continue to work on this issue, and I intend to share these figures with our new Budget Review Subcommittee Chair, Representative Sannie Overly. I enclose the numbers for your consideration.

Sincerely,

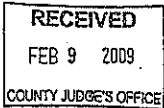
Thomas M. McKee
State Representative

TMM/cr
Enclosure



78th District: Harrison, Pendleton, Robertson and Southern Campbell Counties

Construction Projects	2004	2005	2006	2007	2008	Totals for 5 years
Harrison County	\$1,357,391.18	\$1,444,376.64	\$524,186.50	\$4,062,034.59	\$2,182,045.63	\$9,570,034.54
Pendleton County	\$1,139,098.23	\$1,567,214.06	\$1,468,499.66	\$835,102.98	\$2,292,159.96	\$7,302,074.89
Robertson County	\$485,684.54	\$152,609.50	\$9,623,680.40	\$176,969.25	\$446,911.13	\$10,885,854.82
Total per year	\$2,982,173.95	\$3,164,200.20	\$11,616,366.56	\$5,074,106.82	\$4,921,116.72	\$27,757,964.25
Rural Secondary Funding Maintenance & Traffic						
Harrison County	\$280,000.00	\$284,200.00	\$288,500.00	\$292,800.00	\$295,400.00	\$1,440,900.00
Pendleton County	\$310,000.00	\$314,700.00	\$319,400.00	\$324,200.00	\$327,100.00	\$1,595,400.00
Robertson County	\$140,000.00	\$142,100.00	\$144,200.00	\$146,400.00	\$147,700.00	\$720,400.00
Total per year	\$730,000.00	\$741,000.00	\$752,100.00	\$763,400.00	\$770,200.00	\$3,756,700.00
Overall Total Per Year	\$3,712,173.95	\$3,905,200.20	\$12,368,466.56	\$5,837,506.82	\$5,691,316.72	\$31,514,664.25



In Re: Results of the Pendleton County Juvenile Crime Coalition

Judge Bertram informed the court that the Juvenile Crime Coalition Committee met earlier this date regarding Licking Valley Counseling and Bob Jenkins. Licking Valley Counseling has sold the business to Agape and Bob Jenkins is now counseling on his own and is no longer associated with Licking Valley Counseling. The Fiscal Court had a verbal agreement with Licking Valley Counseling to provide Court or school ordered counseling to students through a verbal agreement with NorthKey Community Care, in January Mr. Jenkins continued to provide this counseling without notification of the change in the status of Licking Valley Counseling.

County Attorney Jeff Dean advised the court to get a letter from Agape and the previous owners of Licking Valley Counseling regarding Mr. Jenkins status and if he indeed is entitled to any funds from counseling provided during the month of January. Squire Wells also ask that the Juvenile Crime Coalition give a recommendation as to whether Mr. Jenkins is entitled to this payment.

Judge Bertram and Jeff Aulick, Sharp Middle School Principal, will meet with NorthKey to resolve this situation and to resume counseling for the students as soon as possible.

No Action taken.

In Re: Budget Account Transfers

Judge Bertram presented and read the Budget Account Transfers, whereupon Squire Wells made a motion, seconded by Squire Veirs, that the following Budget Account Transfers be accepted and approved as presented.

**PENDLETON COUNTY FISCAL COURT
TUESDAY FEBRUARY 24, 2009
7:00 PM**

COURT ORDER TRANSFERS

BUDGET FUND TRANSFERS

General Fund

Transfer from 01-9200-999) Reserve for Transfers to the following accounts:

01-5001-445	Co. Judge/Exe Office Supplies	\$ 250.00
01-5047-567	Payroll Tax Refunds	\$1,000.00
01-9100-332	Legal Fees	\$3,100.00

LGEA Fund

Transfer from (04-9200-999) Reserve for Transfers to the following accounts:

04-5135-445	Office Supplies	\$ 100.00
-------------	-----------------	-----------

INTERFUND TRANSFERS

Transfer from LGEA Fund to Ambulance Fund for Operations	\$10,000.00
--	-------------

Henry W. Bertram
County Judge/Executive

Date: _____

Vicky King
Fiscal Court Clerk

Date: _____

In Re: Payment of Claims

Judge Bertram presented and reviewed the Payment of Claims. Whereupon a motion was made by Squire Wells, seconded by Squire Fogle that the following claims be allowed and ordered paid out of the following funds, motion carried.

Pendleton County Fiscal Court

Voucher Claims Register

General Fund

From: 02/24/2009 To: 02/24/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	08-5133	Vendor	MODERN LEA	MODERN LEASING		
09-0124	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	6739522027	018977	COPIER LEASE JUDGES OFFICE	Voucher Date 02/24/2009
		Printed On Check 011194				488.02
Voucher No.	08-5134	Vendor	SYLVIA MC	SYLVIA MCCLANAHAN		
09-0124	01-5001-563-	CO. JUDGE/EXEC., POSTAGE		018980	REIMBURSEMENT FOR POSTAGE	Voucher Date 02/24/2009
		Printed On Check 011195				9.85
Voucher No.	08-5135	Vendor	DONNA ROSE	DONNA ROSE COMPANY		
09-0124	01-5010-445-	CO. CLERK OFFICE SUPPLIES	4112	018951	RECORD BOOKS: DEED, REAL ESTATE MORTGAGES, PAPER	Voucher Date 02/24/2009
		Printed On Check 011196				490.00
Voucher No.	08-5138	Vendor	LIFE FITTNE	LIFE FITNESS, INC		
09-0124	01-5047-567-	PAYROLL TAX REFUNDS		018965	2008 OCCUPATIONAL TAX REFUND WILLIAM HARVILLE	Voucher Date 02/24/2009
		Printed On Check 011197				274.62
Voucher No.	08-5137	Vendor	LIFE FITTNE	LIFE FITNESS, INC		
09-0124	01-5047-567-	PAYROLL TAX REFUNDS		018995	2007 OCCUPATIONAL TAX REFUND WILLIAM HARVILLE	Voucher Date 02/24/2009
		Printed On Check 011198				276.58
Voucher No.	08-5138	Vendor	LIFE FITTNE	LIFE FITNESS, INC		
09-0124	01-5047-567-	PAYROLL TAX REFUNDS		018979	OCCUPATIONAL TAX REFUND 2008 - DENNIS HUTCHINSON	Voucher Date 02/24/2009
		Printed On Check 011199				266.64
Voucher No.	08-5139	Vendor	LIFE FITTNE	LIFE FITNESS, INC		
09-0124	01-5047-567-	PAYROLL TAX REFUNDS		018984	2008 OCC TAX REFUND - ROGER HAMMOND	Voucher Date 02/24/2009
		Printed On Check 011200				253.66
Voucher No.	08-5140	Vendor	OFFICEDEPO	OFFICE DEPOT		
09-0124	01-5070-445-	P&Z OFFICE SUPPLIES	463576811-001	018958	P&Z OFFICE SUPPLIES	Voucher Date 02/24/2009
		Printed On Check 011201				26.88
Voucher No.	08-5141	Vendor	INDUSTRIAL	PENDLETON CO INDUSTRIAL AUTHORITY		
09-0124	01-5070-578-	P&Z UTILITIES		018975	FEBRUARY P&Z UTILITIES	Voucher Date 02/24/2009
		Printed On Check 011202				50.00
Voucher No.	08-5142	Vendor	COOPER	COOPER WHOLESALE, INC.		
09-0124	01-5080-411-	CUSTODIAL SUPPLIES		018968	COURTHOUSE CUSTODIAL SUPPLIES	Voucher Date 02/24/2009
09-0124	01-5088-411-	CUSTODIAL SUPPLIES ANNEX BLDG.		018968	ANNEX CUSTODIAL SUPPLIES	Voucher Date 02/24/2009
		Printed On Check 011203				63.84
Voucher No.	08-5143	Vendor	FAMILY	FAMILY DOLLAR STORES		
09-0124	01-5080-411-	CUSTODIAL SUPPLIES		018987	COURTHOUSE CUSTODIAL SUPPLIES	Voucher Date 02/24/2009
		Printed On Check 011204				27.27
						91.11
						14.23
						14.23

Page No 1

Pendleton County Fiscal Court

Voucher Claims Register

General Fund

From: 02/24/2009 To: 02/24/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	08-5144	Vendor	RECHTIN	TOM RECHTIN HEATING, A/C & ELECTRIC CO.		
09-0124	01-5080-571-	COURTHOUSE RENEWALS & REPAIRS		018953	FURNACE MAINTENANCE	Voucher Date 02/24/2009
		Printed On Check 011205				167.00
Voucher No.	08-5145	Vendor	CROUCH'S	BRIAN CROUCH-CROUCH'S LAWN CARE		
09-0124	01-5080-571-	COURTHOUSE RENEWALS & REPAIRS	606366	018966	SNOW PLOW JANUARY 26, 27, 28, 29, 2009	Voucher Date 02/24/2009
		Printed On Check 011206				400.00
Voucher No.	08-5146	Vendor	MICHELLE H	MICHELLE HAMILTON		
09-0124	01-5080-573-	COURTHOUSE TELEPHONES		018971	REIMBURSEMENT FOR JUDGES BLACKBERRY 8000 PHONE	Voucher Date 02/24/2009
		Printed On Check 011207				333.88
Voucher No.	08-5147	Vendor	JONGOSNEY	JON GOSNEY - ELECTRICAL SERVICES		
09-0124	01-5085-441-	CO. PROPERTIES - MACHINERY&EQUIPMENT	4326,4327,4323	018986	INSPECT/REPAIR RADIO TOWERS FROM ICE STORM DAMAGE	Voucher Date 02/24/2009
		Printed On Check 011208				403.70
Voucher No.	08-5148	Vendor	FLORENCE	FLORENCE HEATING & AIR CONDITIONING		
09-0124	01-5085-571-	CO PROPERTIES - RENEWALS & REPAIRS		018963	FURNACE MAINTENANCE & REPAIRS AT COUNTY BARN	Voucher Date 02/24/2009
		Printed On Check 011209				146.32
Voucher No.	08-5149	Vendor	SENIOR CIT	SENIOR CITIZENS CENTER		
09-0124	01-5305-348-	SENIOR CITIZENS PROGRAM SUPPORT		018997	FY 2008-09 SENIOR SERVICES SUPPORT	Voucher Date 02/24/2009
		Printed On Check 011210				9,000.00
Voucher No.	08-5150	Vendor	CORS	CORS & BASSETT ATTORNEYS		
09-0124	01-9100-332-	LEGAL FEES		018982	HOST AGREEMENT NEGOTIATIONS	Voucher Date 02/24/2009
		Printed On Check 011211				3,062.50
						3,892.59
						15,785.77

Page No 2

Pendleton County Fiscal Court Voucher Claims Register

Road Fund

From: 02/24/2009 To: 02/24/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	08-5151	Vendor	HILLTOP	HILLTOP STONE LLC		
09-0224	02-6105-406-	CRUSHED STONE & GRAVEL	853883	023470	CRUSHED STONE & GRAVEL	Voucher Date 02/24/2009
		Printed On Check 005809				127.27
Voucher No.	08-5152	Vendor	FAB-N-WELD	FAB-N-WELD		
09-0224	02-6105-447-	ROAD MATERIALS	9027	023478	REPAIRS ON ROAD GRADER, BUCKET TRUCK	Voucher Date 02/24/2009
		Printed On Check 005810				215.00
Voucher No.	08-5153	Vendor	NORTON	TIM NORTON AUTO SERVICE L.L.C.		
09-0224	02-6105-447-	ROAD MATERIALS		023471	1800 MISC MOUNT & BALANCE TIRES	Voucher Date 02/24/2009
		Printed On Check 005811				240.00
Voucher No.	08-5154	Vendor	HOLT	HOLT EQUIPMENT COMPANY, LLC		
09-0224	02-6105-447-	ROAD MATERIALS		023465	ROAD MATERIALS	Voucher Date 02/24/2009
		Printed On Check 005812				1,552.31
Voucher No.	08-5155	Vendor	J. EDINGER	J. EDINGER & SON, INC.		
09-0224	02-6105-447-	ROAD MATERIALS		023482	ROAD MATERIALS	Voucher Date 02/24/2009
		Printed On Check 005813				705.05
Voucher No.	08-5156	Vendor	NO TOOL	NORTHERN TOOL & EQUIPMENT		
09-0224	02-6105-447-	ROAD MATERIALS		023474	ROAD MATERIALS	Voucher Date 02/24/2009
		Printed On Check 005814				216.53
Voucher No.	08-5157	Vendor	TRUCK & TR	TRUCK AND TRAILER SUPPLY		
09-0224	02-6105-447-	ROAD MATERIALS		023476	ROAD MATERIALS	Voucher Date 02/24/2009
		Printed On Check 005815				9,484.71
Voucher No.	08-5158	Vendor	BRETT WOOD	BRETT WOOD		
09-0224	02-6105-447-	ROAD MATERIALS		023481	ICE STORM - USE OF CHAIN SAWS	Voucher Date 02/24/2009
		Printed On Check 005816				179.45
Voucher No.	08-5159	Vendor	FREIGHTLIN	FREIGHTLINER TRUCKS		
09-0224	02-6105-447-	ROAD MATERIALS		023469	ROAD MATERIALS TRUCK #2, #8	Voucher Date 02/24/2009
		Printed On Check 005817				589.90
Voucher No.	08-5160	Vendor	JACK'S GLAS	JACK'S GLASS, INC.-004		
09-0224	02-6105-447-	ROAD MATERIALS		023479	JOHN DEERE LOADER CK44GX002357	Voucher Date 02/24/2009
		Printed On Check 005818				201.29
Voucher No.	08-5161	Vendor	SCOTT-GRO	SCOTT-GROSS COMPANY, INC.		
09-0224	02-6105-447-	ROAD MATERIALS		023475	SMALL ACETYLENE CYLINDERS	Voucher Date 02/24/2009
		Printed On Check 005819				29.27
Voucher No.	08-5162	Vendor	J&N ELECTR	J & N ELECTRONICS		
09-0224	02-6105-447-	ROAD MATERIALS		023467	ROAD MATERIALS	Voucher Date 02/24/2009
		Printed On Check 005820				193.53
12 Vouchers Printed Totalling						13,734.22

Page No 1

Pendleton County Fiscal Court Voucher Claims Register

Jail Fund

From: 02/24/2009 To: 02/24/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	08-5163	Vendor	REGINA GEN	REGINA GENTRY		
09-0324	03-5101-399-	MISCELLANEOUS CONTRACTUAL SERVICES		031571	TRANSPORT 11.5 HOURS @ \$10 HR	Voucher Date 02/24/2009
		Printed On Check 004834				115.00
Voucher No.	08-5164	Vendor	BURLPHARMA	BURLINGTON PHARMACY		
09-0324	03-5101-549-	ROUTINE MEDICAL		031589	INMATE MEDS K. KELLER, B. PERKINS	Voucher Date 02/24/2009
		Printed On Check 004835				53.11
Voucher No.	08-5165	Vendor	JUVENILES	KENTUCKY STATE TREASURER		
09-0324	03-5102-314-	JUVENILE, CONTRACTS WITH OTHER COUNTIE		031572	JUVENILES - 8 DAYS FROM MARCH OF 2008 -	Voucher Date 02/24/2009
		Printed On Check 004836				752.00
3 Vouchers Printed Totalling						920.11

Page No 1

Pendleton County Fiscal Court
Voucher Claims Register

L.G.E.A. Fund
From: 02/24/2009 To: 02/24/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 08-5186 Vendor FALMOUTH CITY OF FALMOUTH						
09-0424	04-5120-507-	FIRE DEPARTMENT CONTRIBUTIONS		041884	JANUARY FIRE RUNS	Voucher Date 02/24/2009
						7,410.00
Voucher No. 08-5187 Vendor MODERN LEA MODERN LEASING						
09-0424	04-5135-445-	OFFICE SUPPLIES		041885	1/2 COPIER LEASE EOC	Voucher Date 02/24/2009
						147.10
Voucher No. 08-5188 Vendor OFFICEDEPO OFFICE DEPOT						
09-0424	04-5135-445-	OFFICE SUPPLIES		041886	OFFICE SUPPLIES EOC	Voucher Date 02/24/2009
						57.58
Voucher No. 08-5189 Vendor SPITFIRE SPITFIRE VENTURES, INC						
09-0424	04-5135-446-	FUNCTION SPECIFIC EQUIPMENT & SUPPLIES 10030		041875	REFRIGERTOR MAGNET BOOK	Voucher Date 02/24/2009
						462.05
Voucher No. 08-5170 Vendor MICHELLE H MICHELLE HAMILTON						
09-0424	04-5135-573-	EOC TELEPHONE AND INTERNET		041883	REIMBURSEMENT FOR EOC BLACKBERRY 9000 PHONE	Voucher Date 02/24/2009
						333.68
Voucher No. 08-5171 Vendor RECREATION COMMUNITY RECREATION COMMISSION						
09-0424	04-5405-107-	RECREATION - SUPER/DIRECTOR		041889	1/2 FEB. SALARY - RECREATION SUPERVISOR	Voucher Date 02/24/2009
						1,803.82
6 Vouchers Printed Totalling						10,214.23

Pendleton County Fiscal Court
Voucher Claims Register

Ambulance Fund
From: 02/24/2009 To: 02/24/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 08-5172 Vendor PEND EMS PENDLETON COUNTY EMS, INC						
09-0824	09-5140-303-	AMBULANCE SERVICE		092430	MARCH AMBULANCE SERVICE PER CONTRACT	Voucher Date 02/24/2009
		Printed On Check 001107				26,684.17
Voucher No. 08-5173 Vendor LAUNDRY MIDWEST LAUNDRY, INC.						
09-0824	09-5140-330-	LAUNDRY SERVICE	18824	092429	AMBULANCE LAUNDRY	Voucher Date 02/24/2009
		Printed On Check 001108				113.36
Voucher No. 08-5174 Vendor SCOTT-GRO SCOTT-GROSS COMPANY, INC.						
09-0824	09-5140-550-	MEDICAL SUPPLIES		092432	CYLINDER RENTAL AND FEBRUARY OXYGEN	Voucher Date 02/24/2009
		Printed On Check 001108				465.20
Voucher No. 08-5175 Vendor BOUNDTREE BOUND TREE MEDICAL, LLC						
09-0824	09-5140-550-	MEDICAL SUPPLIES	80214809	092431	MEDICAL SUPPLIES	Voucher Date 02/24/2009
		Printed On Check 001110				279.76
Voucher No. 08-5176 Vendor MOBILCOM MOBILCOMM INC						
09-0824	09-5140-571-	RENEWALS & REPAIRS	720881	092433	LABOR & PARTS TO REPAIR RADIO	Voucher Date 02/24/2009
		Printed On Check 001111				49.97
Voucher No. 08-5177 Vendor LIFESTARRE LIFE STAR RESCUE INC						
09-0824	09-5140-582-	MAINTENANCE & REPAIRS - VEHICLES	21227	092434	MAINTENANCE ON VEHICLES	Voucher Date 02/24/2009
		Printed On Check 001112				88.91
6 Vouchers Printed Totalling						27,681.37

Pendleton County Fiscal Court
Voucher Claims Register

911 Fund Fund
From: 02/24/2009 To: 02/24/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	08-5178	Vendor	CRIMINALJU	KENTUCKY STATE TREASURER		
09-7524	75-5145-324-	SUITABILITY SCREENER & POLYGRAPH	12-08-08	751135	SUITABILITY SCREENER, POLYGRAPH DRUG SCREEN J PERI	Voucher Date 02/24/2009
		Printed On Check 001861				181.00
Voucher No.	08-5179	Vendor	MOBIL.COM	MOBILCOMM INC		
09-7524	75-5145-309-	MISCELLANEOUS CONTRACTUAL SERVICE	719968	751134	JANUARY MAINTENANCE CONTRACT 911	Voucher Date 02/24/2009
		Printed On Check 001862				518.08
Voucher No.	08-5180	Vendor	MODERN LEA	MODERN LEASING		
09-7524	75-5145-309-	MISCELLANEOUS CONTRACTUAL SERVICE		751133	1/2 COPIER LEASE DISPATCH	Voucher Date 02/24/2009
		Printed On Check 001863				147.10
					Voucher Totals	147.10
					3 Vouchers Printed Totalling	846.18

Page No 1

In Re: Adjournment

Squire Wells made a motion, seconded by Squire Whaley that this meeting be adjourned to meet again in regular session on March 10th, 2009, subject to any called meetings.

ATTEST:

Pendleton County Judge/Executive

Pendleton County Fiscal Court Clerk